

JOURNALS
OF THE
Legislative Assembly
OF THE
PROVINCE OF ONTARIO

*From the 11th February to 9th April, 1936
Both Days Inclusive*

IN THE FIRST YEAR OF THE REIGN OF OUR SOVEREIGN LORD,
KING EDWARD VIII

BEING THE

Second Session of the Nineteenth Legislature
of Ontario

SESSION 1936

PRINTED BY ORDER OF THE LEGISLATIVE ASSEMBLY

VOL. LXX



ONTARIO

TORONTO

Printed and Published by T. E. Bowman, Printer to the King's Most Excellent Majesty
1936

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To the Seventieth Volume

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3. Bill (No. 137) to amend, introduced, 208. Second reading, 229. House in Committee, 250. Third reading, 255. Royal Assent, 279. (1 Edward VIII, c. 23.)

GAME AND FISHERIES, DEPARTMENT OF:

1. Report to March 31st, 1935, 227. (*Sessional Paper No. 9.*)
2. Question (No. 101) as to change in boundaries of Goulais River-Ranger Lake Game Preserve, 93.
3. Question (No. 110) as to convictions for infraction of game laws since January 31st, 1935, 129.
4. Question (No. 147) as to employment of seasonal game overseers during 1934 and 1935, 192.
5. Question (No. 151) as to collective amount of furs purchased during 1935 by various firms, 193.
6. Motion calling for a return showing: Copies of returns made by the following holders of Fur Buyer Licenses for the calendar year of 1935, showing the number of skins purchased of each kind of fur: D. M. Stewart, Missanabie; Hudson Bay Company, Missanabie; A. V. Selkirk, Franz; Spadoni Brothers, Franz; J. I. Glick, Sudbury; M. Hart, North Bay; J. Robert, Foleyet; Christoff, Oba; William McLeod, Chapleau. Withdrawn, 53.
7. Return to an Order of the House of April 2nd, 1935, showing what officials of, were notified of dismissal, re-engaged, added to staff or dismissed during year 1934, 9. (*Sessional Paper No. 45.*)
8. Motion for a Return showing dismissals, resignations and appointments in Department, during the calendar year 1935. Ordered, 53. Returned, 68. (*Sessional Paper, No. 54.*)

GASOLINE, ACT TO IMPOSE A TAX ON PURCHASERS OF:

Bill (No. 81) introduced, 98. Second reading, 134. House in Committee, 203. Third reading, 209. Royal Assent, 277. (1 Edward VIII, c. 25.)

GASOLINE, ACT RESPECTING THE HANDLING OF:

Bill (No. 82) introduced, 98. Second reading, 134. House in Committee, 204. Third reading, 209. Royal Assent, 277. (1 Edward VIII, c. 24.)

GASOLINE TAX, THE:

1. Question (No. 1) as to vendors in arrears as of December 31st, 1935, 46.
2. Question (No. 126) as to amount collected during certain periods, 157.

GASOLINE TAX ACT:

Amendment of, forecast in Speech from Throne, 6.

GERMAN, J. C. M.:

1. Question (No. 12) as to amounts paid to, by the Government and Government Boards and Commissions, 124.
2. Question (No. 31) as to per diem rate of pay to, as special Crown Counsel, 58.
3. See also *Hydro*.

GIRLS, TRAINING SCHOOL FOR:

See *Galt*.

GLICK, J. I.:

Return to an Order of the House of April 2nd, 1935, showing number of furs purchased by, in years 1933 and 1934, 9. (*Sessional Paper No. 41.*)

GLOUCESTER, DUKE OF:

Congratulations of Legislature on marriage of, 3.

GODFREY, M. AND COMPANY:

See *Government*.

GOOD HUMOUR FOOD PRODUCTS COMPANY:

See *Government*.

GOULAIS RIVER-RANGER LAKE GAME PRESERVE:

See *Game and Fisheries*.

GOVERNMENT, THE:

Question (No. 180) as to purchases by, from M. Godfrey & Co., Dry Goods Specialty Co., Campbell Heating Co., Good Humour Food Products Co. Return ordered, 221.

GOVERNMENT GRANTS:

Question (No. 45) as to discontinuance of, in connection with Public Health nurses, School Medical Inspectors, Schools and Community Dental Services, 49.

GOVERNMENT LOANS:

Question (No. 84) as to purchases of series, B. E., 74.

GOVERNMENT MOTOR CARS:

Question (No. 33) as to provision of, for Cabinet Ministers, purchase of and annual cost, 80.

GRENVILLE COUNTY:

Question (No. 103) as to dismissal of Mrs. J. A. Connell from Mothers' Allowances Board, 85.

GUARANTEE COMPANIES SECURITIES ACT:

Return of Orders-in-Council under, 9, 227. (*Sessional Paper No. 39.*)

HAIRDRESSERS AND BARBERS, ACT RESPECTING:

Petition for an Act respecting, 8. Read and received, 11. Reported by Committee on Standing Orders, 32. Bill (No. 16) introduced and referred to Committee on Private Bills, 96. Not reported, 198.

HAIRDRESSERS, LADIES, ACT RESPECTING:

Petition for an Act respecting, 26. Read and received, 27. Reported by Committee on Standing Orders, 32. Bill (No. 5) introduced and referred to Committee on Private Bills, 96. Not reported, 198.

HARCOURT, V. D.:

Question (No. 129) as to his position, 130.

HART, MR.:

Return to an Order of the House of April 2nd, 1935, showing number of furs purchased by, in 1933 and 1934, 9. (*Sessional Paper No. 41.*)

HARVEY, JAMES G.:

See *Hydro.*

HEALTH ACT, THE PUBLIC:

1. Bill (No. 45) to amend, introduced, 89. Withdrawn, 252.
2. Bill (No. 48) to amend, introduced, 96. Second reading and referred to Committee on Legal Bills, 131. Reported, 163. House in Committee, 206. Third reading, 209. Royal Assent, 277. (1 Edward VIII, c. 50.)

HEALTH CLINICS, THE ONTARIO:

1. Question (No. 171) as to treatments by, 232.
2. Question (No. 172) as to number in operation, 196.
3. Question (No. 173) as to cost of operation. Return ordered, 221.

HEALTH, DEPARTMENT OF:

1. Referred to in Speech from Throne, 4.
2. Annual Report of, 226. (*Sessional Paper No. 14.*)
3. Question (No. 75) as to physicians employed in the Hospitals Division on January 31st, 1936, 70.
4. Question (No. 83) as to appointment of District Health Officers since July, 1934, 110.
5. Question (No. 96) as to number of physicians employed in Hospitals Division, 128.

HEIGHINGTON, MR.:

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HIGH SCHOOLS:

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HIGHWAY IMPROVEMENT FUND:

Statement of sums credited to and charged to, 275. (*Sessional Paper No. 73.*)

HIGHWAY TRAFFIC ACT, THE:

Bill (No. 118) to amend, introduced, 154. Second reading, 203. House in Committee, 231. Third reading, 241. Royal Assent, 278. (1 Edward VIII, c. 27.)

HIGHWAYS, DEPARTMENT OF:

1. Policy of, for year, intimated in Speech from Throne, 4.
2. Question (No. 2) as to what sections of highways have been taken into the Provincial System since July 15th, 1934, and what type of highway existed previously, 46.
3. Question (No. 19) as to total expenditures by, on all classes of highways since July 11th, 1934, and what grants were made by, to County Highways, and Township Highways, 65.
4. Question (No. 48) as to cost and progress of construction of highway from Belleville to Bancroft, 83.
5. Question (No. 68) as to the construction of highway between Sudbury and Coniston, 73.
6. Question (No. 127) as to cost of Burleigh Falls-Bancroft Highway near Apsley, 243.

HISTORICAL SOCIETY, THE ONTARIO:

See *Ontario*.

HOLTON, MR.

Question (No. 15) as to his position at the Ontario Hospitals at Hamilton, his salary and perquisites, 140.

HOSPITALS ACT, 1935, THE MENTAL:

Bill (No. 33) to amend, introduced, 61. Second reading, 94. Withdrawn, 252.

HOSPITALS ACT, THE PUBLIC:

Bill (No. 36) to amend, introduced, 73. Debate on motion for Second reading, 94, 134. Second reading, 134. House in Committee, 206. Third reading, 209. Royal Assent, 277. (1 Edward VIII, c. 52.)

HOSPITALS AND SANATORIA:

Report for year to September 30th, 1935, 239. (*Sessional Paper No. 16*.)

HOSPITALS FOR THE MENTALLY ILL, MENTALLY SUBNORMAL AND EPILEPTICS:

Report for five months ending March 31st, 1935, 30. (*Sessional Paper No. 15*.)

HOSPITALS, ONTARIO:

1. Report of Commissioner regarding management of hospital at Mimico, 114. (*Sessional Paper No. 59*.)
2. Question (No. 41) as to deaths and sales of cows at Whitby Hospital, 60.
3. Question (No. 43) as to number of inmates at certain periods, 49.
4. Question (No. 100) as to supply of milk to Toronto hospital, 104.
5. Question (No. 120) as to the electrician at Toronto hospital, 111.
6. Question (No. 156) as to patients boarded out under "Belgian System," 194.
7. Question (No. 157) as to appointments of Medical Superintendents, 201.

HOSPITALS—*Continued*

8. Question (No. 158) as to transfers of Medical Superintendents, 201.
9. Question (No. 159) as to transfers of Medical Officers, 201.
10. Question (No. 160) as to transfers of junior officials, 201.
11. Question (No. 168) as to cost of transfer of staff since July 1st, 1934, 202.
12. Question (No. 169) as to waiting list for admission to Orillia Hospital on February 29th, 1936, 196.
13. Question (No. 170) as to number of beds added to, 220.

HOUSE, THE:

See *Legislative Assembly*.

HOUSING ACT, THE MUNICIPAL:

Bill (No. 129) to amend, introduced, 190. Second reading, 222. House in Committee, 238. Third reading, 241. Royal Assent, 279. (1 Edward VIII, c. 41.)

HOUSING ACT, THE ONTARIO:

Bill (No. 128) to amend, introduced, 190. Debate on motion for Second reading, 214. Second reading, 223. House in Committee, 238. Third reading, 241. Royal Assent, 279. (1 Edward VIII, c. 43.)

HOWITT, H. O.:

Question (No. 130) as to whether he is employed at the Ontario Reformatory, 130.

HUDSON BAY COMPANY:

Return to an Order of the House of April 2nd, 1935, showing number of furs purchased by, in 1933 and 1934, 9. (*Sessional Paper No. 41*.)

HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO, ACT REGARDING CERTAIN CONTRACTS ENTERED INTO WITH CERTAIN COMPANIES:

Bill (No. 98) introduced, 121. Second reading, 212. House in Committee, 238. Third reading, 241. Royal Assent, 278. (1 Edward VIII, c. 49.)

HYDRO-ELECTRIC POWER COMMISSION:

1. Cancellation of Quebec Power contracts referred to in Speech from Throne, 4.

HYDRO-ELECTRIC POWER COMMISSION—*Continued*

2. Rural transmission lines, construction of referred to in Speech from Throne, 4.
3. Annual report for year ending October 31st, 1935, 215. (*Sessional Paper No. 26.*)
4. Motion calling for a Return showing: All letters, memoranda, messages, minutes of meetings between Government, or any member of the Government and the Hydro-Electric Power Commission or any person, persons or company with any member of the Hydro-Electric Power Commission or any member of the Government, relative to the purchase of Hydro-Electric Power or plants by the Commission since July 12, 1934, other than the following: (a) Gatineau Power Company; (b) Beauharnois Light, Heat and Power Company; (c) Maclaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development). Lost, 113.
5. Motion calling for a Return showing: All letters, memoranda, messages, minutes of meetings between Government or any member of the Government and the Hydro-Electric Power Commission or any member of the Commission since July 12, 1934, and relating to contracts for supply of power from: (a) Gatineau Power Company; (b) Beauharnois Light, Heat and Power Co.; (c) Maclaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development). Amended and Ordered, 113. Returned, 227. (*Sessional Paper No. 69.*)
6. Motion calling for a Return showing: All agreements, engineers' reports, inter-departmental reports and memoranda, surveys, minutes of Hydro-Electric Power Commission meetings since July 12, 1934, relating to contracts with: (a) Gatineau Power Company; (b) Beauharnois Light, Heat and Power Company; (c) Ottawa Valley Power Company (Chats Falls Development); (d) MacLaren-Quebec Power Company. Lost, 113.
7. Motion for a Return of all correspondence, reports, etc., with certain engineers, lawyers, and companies. Lost, 135.
8. Motion for a Return of all correspondence, minutes, etc., regarding frequency change at Chats Falls. Lost, 135.
9. Question (No. 11) as to what persons or companies have been engaged by, since July 11, 1934, to advise on Hydro matters, 77.
10. Question (No. 28) as to contracts for sale of power from the Abitibi Power Development, 78.
11. Question (No. 35) as to dates of refusal to accept power under contracts with Quebec Power Companies, 89.
12. Question (No. 36) as to whether engineers of, are now all on a permanent basis, 58.

HYDRO-ELECTRIC POWER COMMISSION—*Continued*

13. Question (No. 60) as to what works have been authorized in connection with the Abitibi Canyon Power Development, cost, etc., 109.
14. Question (No. 63) as to amounts paid by, to Provincial Treasurer since July 11th, 1934, 98.
15. Question (No. 65) as to alterations or construction at Chats Falls Plant during 1935, 84.
16. Question (No. 69) as to particulars of recent sale of bonds by, 85.
17. Question (No. 89) as to renewal of Abitibi Power Plant for the year 1935, also operating and maintenance expenses, 127.
18. Question (No. 97) as to peak power sold on Niagara System on certain dates, 92.
19. Question (No. 98) as to maximum primary peak per month on Abitibi System, 93.
20. Question (No. 105) as to insurance placed by, in 1935, 258.
21. Question (No. 107) as to various reserves or funds set up by, 154.
22. Question (No. 108) as to names, salaries, etc., of all members of the permanent staff. Return ordered, 274.
23. Question (No. 109) as to twenty minute peak primary load on Hydro System since November, 1934, 144.
24. Question (No. 124) as to maturing bonds, 147.
25. Question (No. 125) as to position and salary of Mr. Murray McCrimmon, 156.
26. Question (No. 131) as to up to what date payments were made on cancelled power contracts, 147.
27. Question (No. 149) as to total amount invested in right-of-way transmission lines, etc., from Quebec to Leaside, 225.
28. Question (No. 176) as to employees dismissed by, since April 15th, 1935, 176.
29. Question (No. 177) as to employees engaged by, since April 15th, 1935. Return ordered, 274.

INCOME TAX—PROVINCIAL:

Forecast in Speech from Throne, 3.

INCOMES, ACT TO AUTHORIZE THE LEVYING OF A TAX UPON:

1. Bill (No. 51) introduced, 8.
2. Resolution introduced, referred to Committee, Lieutenant-Governor's recommendation intimated, reported and passed through the House on a division, 12, 13.
3. Second reading moved and debate on, 13, 15, 17, 18, 23.
4. Amendment ruled out of order, 23.
5. Motion for three months hoist defeated, 24.
6. Second reading on division, 25.
7. House in Committee, 26, 30, 31, 34.
8. Third reading on division, 44.
9. Royal Assent, 52. (1 Edward VIII, c. 1.)

INCOME TAX, ACT TO REIMBURSE MUNICIPALITIES IN RESPECT TO:

Bill (No. 54) introduced, 18. Resolution introduced, Lieutenant-Governor's recommendation intimated, passed through the House and referred to Bill (No. 43). Debate on motion for Second reading, 43, 72. Amendment moved, 72. Debate on, 72. Amendment defeated on division, 122. Second reading on division, 122. House in Committee, 135. Third reading, 164. Royal Assent, 277. (1 Edward VIII, c. 28.)

INDEMNITY, SESSIONAL:

Payment in full to all members ordered, 254.

INDUSTRIAL STANDARDS ACT, THE:

1. Bill (No. 139) to amend, introduced, 212. Second reading, 229. House in Committee and amended, 253. Third reading, 256. Royal Assent, 279. (1 Edward VIII, c. 29.)
2. Question (No. 40) as to names and particulars of industries which have made use of, 48.

INNES, J. S., LTD.:

Question (No. 8) as to purchase made from, by Department of Northern Development, 62.

INSURANCE ACT, THE:

1. Bill (No. 100) to amend, introduced, 133. Motion for Second reading defeated, 165.
2. Bill (No. 117) to amend, introduced, 154. Second reading, 202. House in Committee and amended, 230. Third reading, 240. Royal Assent, 278. (1 Edward VIII, c. 30.)
3. Bill (No. 124) to amend, introduced, 189. Second reading, 202. House in Committee, 230. Third reading, 241. Royal Assent, 279. (1 Edward VIII, c. 30.)
4. Return of Orders-in-Council under, 9, 227. (*Sessional Paper No. 39.*)

INSURANCE, SUPERINTENDENT OF:

Report for 1935, 275. (*Sessional Paper No. 6.*)

INTERMEDIATE SCHOOLS, ACT RESPECTING:

Bill (No. 119) introduced, 163. Debate on motion for Second reading, 212. Withdrawn, 252.

INTERNATIONAL RAILWAY COMPANY:

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Referred to in Speech from Throne, 3.

JUDICATURE ACT, THE:

Bill (No. 35) to amend, introduced, 69. Second reading, 94. House in Committee, 106. Third reading, 107. Royal Assent, 277. (1 Edward VIII, c. 31.)

JURORS ACT, THE:

Bill (No. 107) to amend, introduced, 139. Second reading, 197. House in Committee, 205. Third reading, 209. Royal Assent, 278. (1 Edward VIII, c. 32.)

JUSTICES OF THE PEACE:

Question (No. 136) as to appointments of, since March 1st, 1935, salaries and expenses, 148.

JUSTICES OF THE PEACE ACT, THE:

Bill (No. 106) to amend, introduced, 138. Second reading, 202. House in Committee, 230. Third reading, 240. Royal Assent, 278. (1 Edward VIII, c. 33.)

KEMPTVILLE AGRICULTURAL COLLEGE:

1. Question (No. 178) regarding special courses in agriculture by Department of Education, 235.
2. See also *Agriculture*.

KENORA-FORT FRANCES ROAD:

1. Question (No. 10) as to amount paid to Dufferin Paving Company on contract for, 62.
2. Question (No. 81) as to payments to Dufferin Paving Co., and McNamara Construction Co. Lapsed.

KENORA, RIDING OF:

1. Question (No. 7) as to expenditures made in, by (a) Department of Northern Development, and (b) Department of Lands and Forests, since August 1, 1934, 62.
2. Question (No. 82) as to size of and roadway contracts in, 68.

KENORA, TOWN OF:

Question (No. 54) as to business of a local hardware firm with the Government, 67.

KENT, COUNTY OF:

Petition for an Act respecting, 14. Read and received, 16. Reported by Committee on Standing Orders, 76. Bill (No. 22) introduced and referred to Committee on Private Bills, 138. Reported, 198. Second reading, 211. House in Committee, 248. Third reading, 255. Royal Assent, 276. (1 Edward VIII, c. 72.)

KING EDWARD THE EIGHTH:

1. Devotion to, expressed in Speech from Throne 2.
2. Loyalty of Legislature expressed, 6.

KING GEORGE THE FIFTH:

1. Death of, referred to in Speech from Throne, 2.
2. Resolution of condolence, 6.
3. Clerk instructed to have the resolution engrossed and forwarded, 7.

KING GEORGE V JUBILEE CANCER FUND:

Provincial and private subscription to, referred to in Speech from Throne, 4.

KING'S COUNSEL:

Question (No. 138) as to how many have not taken out patents, 262.

KINGSTON, DAIRY SCHOOL AT:

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L ABATT KIDNAPPING CASE:

Question (No. 135) as to reward offered by Government in connection with, 200.

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1. Authorized, 8.
2. Appointed, 30.

LABOUR, DEPARTMENT OF:

1. Referred to in Speech from Throne, 5.
2. Report for period ending March 31st, 1935, 72. (*Sessional Paper No. 10.*)

LABOUR, HOURS OF:

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LADIES HAIRDRESSERS:

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LANDS AND FORESTS, DEPARTMENT OF:

1. Motion for production of correspondence, etc., relating to the Carpentier-Hixon Lumber Co., Blind River Pine Company, 54. Returned, 254. (*Sessional Paper No. 72.*)
2. Question (No. 7) as to expenditures by, in Riding of Kenora, since August 1, 1934, 62.
3. Question (No. 14) as to amount paid by, for motor car rentals since September 1, 1934, 73.
4. Question (No. 16) as to licenses for export of pulpwood from Crown lands, with value of same, 126.

LANDS AND FORESTS, DEPARTMENT OF—*Continued*

5. Question (No. 20) as to whether licenses have been granted to cut red pine, white pine or spruce timber in the Temagami Provincial Forest, 65.
6. Question (No. 122) as to payments by, for motor car rentals from September 1, 1934, to date, 242.
7. Report for year ending October 31, 1935, 68. (*Sessional Paper No. 3.*)

LAND SURVEYORS ACT:

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LEEDS AND LANSDOWNE, CORPORATION OF:

Petition for an Act respecting, 8. Read and received, 11. Reported by Committee on Standing Orders, 76. Bill (No. 17) introduced and referred to Committee on Private Bills, 76. Reported as amended, 115. Second reading, 133. House in Committee, 207. Third reading, 209. Royal Assent, 276. (1 Edward VIII, c. 73.)

LEGAL ASSISTANCE:

1. Question (No. 30) as to engagement of, by the Government or Commissions since July, 1934. Withdrawn.
2. Order for a Return showing engagement of, by Government or Commissions since July, 1934, 210.

LEGAL BILLS, COMMITTEE ON:

1. Authorized, 8.
2. Appointed, 29.
3. Report, 163.

LEGAL OFFICES, INSPECTOR OF:

Report for year ending December 31st, 1935, 189. (*Sessional Paper No. 5.*)

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1. Proclamation calling, 1.
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3. Adjourns over more than one day, 45.
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5. Adjourns to a special hour, 198, 214, 254.
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2. Name of Mr. Heighington added, 17.

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1. Proclamation convening the Legislature, 1.
2. His Speech at the Opening, 2.
3. Presents Public Accounts, 16.
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5. Recommends resolution to House, 12, 42, 246.
6. Assents to Bills, 52, 275.
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LIQUOR CONTROL ACT, THE:

Bill (No. 75) to amend, introduced, 53. Debate on motion for Second reading, 214. Second reading, 229. House in Committee, 254. Third reading, 256. Royal Assent, 277. (1 Edward VIII, c. 34.)

LIQUOR CONTROL BOARD:

1. Order for a return showing cancellation of beverage licenses since January 31st, 1935, 54. Returned, 68. (*Sessional Paper No. 55.*)
2. Order for a return showing brands of beer, wine and liquor listed by, since March 1st, 1935, 121. Returned, 151. (*Sessional Paper No. 65.*)
3. Report to March 31st, 1935, 31. (*Sessional Paper No. 20.*)
4. Report of Commissioner re inquiry into transactions of, prior to 1934, 35. (*Sessional Paper No. 51.*)
5. Question (No. 21) as to cost of Royal Commission under Judge Duncan Ross, to inquire into, 227.

LIQUOR CONTROL BOARD—*Continued*

6. Question (No. 37) as to total number of beverage licenses issued during present government, the number of liquor licenses prior to the Ontario Temperance Act and number of Standard Hotel licenses in July, 1934, 60.
7. Question (No. 53) as to Liquor Store at Morrisburg, 60.
8. Question (No. 63) as to amount paid by, to Provincial Treasurer since July 11th, 1934, 98.
9. Question (No. 92) as to total gallonage of beer and wine sold in each municipality during the year 1935, 100.
10. Question (No. 93) as to number of wine store licenses issued since July 15th, 1934, 101.
11. Question (No. 104) as to what insurance is carried on its stock, 104.
12. Question (No. 116) as to quantity and value of beer sold to authority holders during 1935, 147.
13. Question (No. 163) as to dismissals and appointments by, since March 26th, 1935, 232.
14. Question (No. 175) as to classification and salaries of persons appointed or dismissed by, since March 20th, 1935, 232.

LIVE STOCK ACT, THE BRANDING OF:

Bill (No. 114) to amend, introduced, 154. Second reading, 197. House in Committee, 205. Referred back to Committee, 210. House in Committee and amended, 231. Third reading, 241. Royal Assent, 278. (1 Edward VIII, c. 5.)

LOAN CORPORATIONS, REGISTRAR OF:

Report for year 1935, 275. (*Sessional Paper No. 7.*)

LOCAL IMPROVEMENT ACT, THE:

Bill (No. 39) to amend, introduced, 73. Second reading and referred to Committee on Municipal Law, 131. Not reported, 214.

LONG AND DALY:

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LUMBER ACTIVITIES:

(See Improvement in, noted in Speech from Throne, 5.

MACDONALD INSTITUTE:

Question (No. 50) as to students enrolled at, last year, 51.

MACDONALD, J. H.:

Question (No. 31) as to per diem rate paid to, as special Crown Counsel, 58.

MAGISTRATES, ACT RESPECTING:

Bill (No. 104) introduced, 138. Second reading, 198. House in Committee and amended, 206. Third reading, 221. Royal Assent, 278. (1 Edward VIII, c. 35.)

MANUFACTURERS FINANCE CORPORATION:

Question (No. 133) as to counsel appointed to conduct inquiry into, 148.

MARITIME FREIGHT RATES ACT:

Question (No. 134) as to cost of Government action in reference to, 216.

MARRIAGE ACT, THE:

Bill (No. 57) to amend, introduced, 27. Second reading and referred to Committee on Legal Bills, 54. Not reported, 163.

MARRIAGES, REPORT FOR 1935:

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MASCIOLI, LEO:

Question (No. 13) as to contracts let to, by Department of Northern Development, 62.

MATTRESSES, PURCHASE OF:

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Petition for an Act respecting, 7. Read and received, 10. Reported by Committee on Standing Orders, 19. Bill (No. 2) introduced and referred to Committee on Private Bills, 20. Reported, 95. Second reading, 105. House in Committee, 112. Third reading, 130. Royal Assent, 276. (1 Edward VIII, c. 74.)

MENTAL HOSPITALS ACT, 1935, THE:

Return of regulations passed pursuant to, 43. (*Sessional Paper No. 52.*)

MENTALLY ILL, HOSPITALS FOR:

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MENTAL INSTITUTIONS:

Question (No. 43) as to number of inmates at certain periods, 49.

MERCANTILE FIRE INSURANCE COMPANY:

Petition for an Act respecting, 19. Read and received, 21. Reported by Committee on Standing Orders, 76. Bill (No. 23) introduced and referred to Committee on Private Bills, 77. Reported as amended, 153. Second reading, 164. House in Committee, 207. Third reading, 210. Royal Assent, 276. (1 Edward VIII, c. 75.)

MILEAGE TO MEMBERS:

Payment of mileage for cancelled Session, authorized, 254.

MILK CONTROL BOARD, THE:

1. Referred to in Speech from Throne, 4.
2. Question (No. 49) as to appointments to, during 1935, salaries, etc., 50.
3. Question (No. 185) as to payments to members of, 228.
4. Report for year 1935, 239. (*Sessional Paper No. 71*.)

MIMICO, ONTARIO HOSPITAL ACT:

See *Hospitals*.

MINER MIGRATORY BIRD FOUNDATION, THE JACK:

Bill (No. 136) to incorporate, introduced, 208. Second reading, 222. House in Committee, 247. Third reading, 255. Royal Assent, 279. (1 Edward VIII, c. 36.)

MINES, DEPARTMENT OF:

Annual Report, 254. (*Sessional Paper No. 4*.)

MINIMUM WAGE ACT, THE:

1. Amendment to, forecast in Speech from Throne, 6.
2. Bill (No. 122) to amend, introduced, 189. Second reading, 222. House in Committee, 237. Third reading, 241. Royal Assent, 278. (1 Edward VIII, c. 37.)

MINIMUM WAGE ACT, THE—*Continued*

3. Question (No. 117) as to enforcements of Section 11, subsection 6, 111.
4. Question (No. 118) as to number of prosecutions under, from January 1st, 1935, to March 1st, 1936, 111.
5. Question (No. 119) as to arrears of wages collected under, from January 1st, 1935, to March 31st, 1936, 111.

MINING INDUSTRY:

Referred to in Speech from Throne, 5.

MINING TAX:

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MINISTERS OF THE CROWN:

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MORRISBURG, TOWN OF:

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2. Bill (No. 38) to amend, introduced, 73. Second reading and referred to Committee on Municipal Law, 131. Added to Bill (No. 130), 214.
3. Bill (No. 40) to amend, introduced, 77. Second reading and referred to Committee on Municipal Law, 131. Added to Bill (No. 130), 214.
4. Bill (No. 41) to amend, introduced, 88. Second reading and referred to Committee on Municipal Law, 105. Added to Bill (No. 130), 214.
5. Bill (No. 43) to amend, introduced, 88. Second reading and referred to Committee on Municipal Law, 131. Incorporated in Bill (No. 130), 214.
6. Bill (No. 47) to amend, introduced, 89. Order called the third time and removed from the Order Paper by instructions of Mr. Speaker, 165.

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7. Bill (No. 49) to amend, introduced, 96. Withdrawn, 132.
8. Bill (No. 50) to amend, introduced, 97. Second reading and referred to Committee on Municipal Law, 131. Not reported, 214.
9. Bill (No. 53) to amend, introduced, 16. Second reading and referred to Committee of the Whole, 41. In the Committee, 95, 106. Amended and reported, 106. Third reading, 108. Royal Assent, 277. (1 Edward VIII, c. 40.)
10. Bill (No. 62) to amend, introduced, 33. Motion for Second reading defeated, 55.
11. Bill (No. 63) to amend, introduced, 33. Second reading and referred to Committee on Municipal Law, 55. Not reported, 214.
12. Bill (No. 65) to amend, introduced, 33. Second reading and referred to Committee on Municipal Law, 71. Added to Bill (No. 130), 214.
13. Bill (No. 66) to amend, introduced, 33. Second reading and referred to Committee on Municipal Law, 55. Not reported, 214.
14. Bill (No. 67) to amend, introduced, 33. Second reading and referred to Committee on Municipal Law, 55. Added to Bill (No. 130), 214.
15. Bill (No. 69) to amend, introduced, 34. Second reading and referred to Committee on Municipal Law, 71. Added to Bill (No. 130), 214.
16. Bill (No. 70) to amend, introduced, 34. Motion for Second reading lost, 71.
17. Bill (No. 71) to amend, introduced, 34. Withdrawn, 94.
18. Bill (No. 72) to amend, introduced, 43. Second reading and referred to Committee on Municipal Law, 94. Added to Bill (No. 130), 214.
19. Bill (No. 73) to amend, introduced, 44. Second reading and referred to Committee on Municipal Law, 131. Added to Bill (No. 130), 214.
20. Bill (No. 83) to amend, introduced, 107. Second reading and referred to Committee on Municipal Law, 131. Added to Bill (No. 130), 214.
21. Bill (No. 84) to amend, introduced, 107. Second reading and referred to Committee on Municipal Law, 131. Added to Bill (No. 130), 214.
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23. Bill (No. 88) to amend, introduced, 107. Withdrawn, 132.

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24. Bill (No. 140) to amend, introduced, 213. Second reading, 222. House in Committee and Bill added to Bill (No. 130) the Municipal Amendment Act, 1936, 248.

MUNICIPAL AFFAIRS, DEPARTMENT OF:

Report for years 1934-1935, 72. (*Sessional Paper No. 56.*)

MUNICIPAL AFFAIRS ACT, 1935, DEPARTMENT OF:

Bill (No. 131) to amend, introduced, 190. Second reading, 212. House in Committee, 237. Third reading, 241. Royal Assent, 279. (1 Edward VIII, c.15.)

MUNICIPAL AMENDMENT ACT, 1936, THE:

Bill (No. 130) introduced, 190. Second reading, 229. Provisions of Bill (No. 140) added, 248. House in Committee, 250. Third reading, 255. Royal Assent, 279. (1 Edward VIII, c. 39.)

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Report for year 1935, 227. (*Sessional Paper No. 24.*)

MUNICIPAL BOARD ACT, THE ONTARIO:

1. Bill (No. 96) to amend, introduced, 120. Second reading, 134. House in Committee, 204. Third reading, 209. Royal Assent, 278. (1 Edward VIII, c. 45.)
2. Bill (No. 55) to amend, introduced, 20. Withdrawn, 55.

MUNICIPAL LAW, COMMITTEE ON:

1. Authorized, 8.
2. Appointed, 29.
3. Report, 214.

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Mc CARTHY & McCARTHY:

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NEW LISKEARD:

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NIAGARA PARKS COMMISSION:

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2. Question (No. 25) as to counsel engaged and amounts paid to, in connection with International Railway arbitration, 56.

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NORTHERN DEVELOPMENT ACT:

1. Report of operations under, for five months ending March 31st, 1935, 9. (*Sessional Paper No. 43.*)
2. Return of Orders-in-Council made under, 26. (*Sessional Paper No. 42.*)

NORTHERN DEVELOPMENT, DEPARTMENT OF:

1. Question (No. 7) as to expenditures by, in Riding of Kenora, since August 1st, 1934, 62.
2. Question (No. 8) as to total cost of autos, trucks, tractors, etc., purchased by, since July 11, 1934, from the Dominion Road Machinery Co., Sawyer-Massey Co., J. S. Innes, Ltd., Canadian Ingersoll-Rand, Ltd., 62.
3. Question (No. 9) as to what contracts have been let without tenders by Department since July 11, 1934, 241.
4. Question (No. 13) as to contracts let by, to Leo Mascioli, 62.
5. Question (No. 14) as to amount paid by, for motor car rentals since September 1st, 1934, 73.

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6. Question (No. 17) as to tenders by, on certain road contracts, 63.
7. Question (No. 19) as to total expenditure by, on all types of highways for (a) construction; (b) maintenance, since July 11th, 1934, 65.
8. Question (No. 51) as to contracts for snow plowing, 67.
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10. Question (No. 122) as to payments by, for motor car rentals from September 1st, 1934, to date, 242.
11. Report of Commissioner appointed to inquire into charges of impropriety in connection with administration of, in South Cochrane, 117. (*Sessional Paper No. 60.*)

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2. Question (No. 155) as to payments to, in salary, expenses, etc., 220.

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OLD AGE PENSIONS ACT, THE:

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ONTARIO ATHLETIC COMMISSION:

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ONTARIO GOVERNMENT SAVINGS BRANCHES:

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2. Question (No. 6) as to reserves of, at various periods, 48.
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ONTARIO HOSPITALS FOR THE MENTALLY ILL, MENTALLY SUBNORMAL AND EPILEPTICS:

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ONTARIO HOSPITALS:

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ONTARIO INSURANCE ACT, THE:

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ONTARIO MUNICIPAL BOARD:

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ONTARIO MUNICIPAL BOARD ACT, THE:

1. Bill (No. 55) to amend, introduced, 20. Withdrawn, 55.
2. Bill (No. 96) to amend, introduced, 120. Second reading, 134. House in Committee, 204. Third reading, 209. Royal Assent, 278. (1 Edward VIII, c. 45.)

ONTARIO, NORTHERN:

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ONTARIO RESEARCH FOUNDATION:

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ONTARIO VETERINARY COLLEGE:

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OPTOMETRY ACT, THE:

Bill (No. 102) to repeal, introduced, 138. Second reading, 202. House in Committee, 229. Third reading, 240. Royal Assent, 278. (1 Edward VIII, c. 47.)

OPTOMETRY, ACT RESPECTING THE PRACTICE OF:

Bill (No. 142) introduced, 213. Second reading, 229. House in Committee and amended, 249. Third reading, 255. Royal Assent, 278. (1 Edward VIII, c. 46.)

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2. Question (No. 94) as to number issued putting into effect any taxation under statutes. Return ordered, 196. Returned, 215. (*Sessional Paper No. 68.*)

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Petition for an Act respecting, 8. Read and received, 10. Reported by Committee on Standing Orders, 19. Bill (No. 6) introduced and referred to Commissioners of Estate Bills, 20. Reported and referred to Committee on Private Bills, 123. Reported and fees remitted, 153. Second reading, 164. House in Committee, 207. Third reading, 210. Royal Assent, 276. (1 Edward VIII, c. 79.)

OTTAWA, SISTERS OF CHARITY AT:

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PARENTS MAINTENANCE ACT, THE:

Bill (No. 94) to amend, introduced, 119. Second reading, 134. House in Committee, 204. Third reading, 209. Royal Assent, 278. (1 Edward VIII, c. 48.)

PEHLKE, ALFRED:

Petition for an Act respecting, 7. Read and received, 10. Reported by Committee on Standing Orders, 32. Bill (No. 1) introduced and referred to Committee on Private Bills, 34. Withdrawn and fees remitted, 95-96.

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PRICE, MR.:

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2. Appointed, 29.
3. Report, 169.

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Report for five months period to March 31st, 1935, 61. (*Sessional Paper No. 18.*)

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2. Appointed, 28.
3. Mr. Bragg and Mr. Roebuck added, 43.
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2. Appointed, 28.

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2. Question (No. 3) as to the gross debt as of the first day of March, April, May, June, July, August, September, October, November and December, 1935, and January, 1936, 215.
3. Question (No. 44) as to total gross debt at certain periods, 216.
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PROVINCIAL SAVINGS BRANCHES:

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PSYCHIATRIC HOSPITAL:

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PUBLIC ACCOUNTS:

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PUBLIC ACCOUNTS, COMMITTEE ON:

1. Authorized, 8.
2. Appointed, 28.
3. Mr. Schwenger added, 117.
4. Messrs. Colter and Roebuck added, 120.
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6. Report, 253.

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PUBLIC HEALTH NURSES:

Question (No. 45) as to discontinuance of Government grant to, 49.

PUBLIC HOSPITALS ACT, THE:

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PUBLIC SCHOOLS:

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PUBLIC SERVICE, THE ONTARIO:

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PUBLIC SERVICE SUPERANNUATION ACT:

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PUBLIC SERVICE SUPERANNUATION BOARD:

1. Report for year ending October 31st, 1935, 9. (*Sessional Paper No. 36.*)
2. Question (No. 26) as to the Board's policy in administering the 1935 amendments to the Act, 37.

PUBLIC UTILITIES ACT, THE:

Bill (No. 85) to amend, introduced, 107. Second reading and referred to Committee on Municipal Law, 131. Reported, 214. House in Committee, 247. Third reading, 255. Royal Assent, 277. (1 Edward VIII, c. 53.)

PUBLIC WELFARE:

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PUBLIC WORKS, DEPARTMENT OF:

Report for five month period ending March 31st, 1935, 26. (*Sessional Paper No. 8.*)

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Question (No. 16) as to licenses for export of, from Crown Lands, with value of same, 126.

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2. As to how many sections of Highways have been taken into the Ontario Provincial System by the Highways Department since July 15, 1934, 46.
3. As to gross Provincial debt as of the first day of the months of March, April, May, June, July, August, September, October, November, December, 1935, and January, 1936, 215.
4. As to short term treasury notes issued since July 15, 1934, 108.
5. As to total amount of money on deposit in the Ontario Government Savings Bank as of June 1, 1935, and February 1, 1936, 47.
6. As to reserves of the Ontario Government Savings Bank as of: (a) January 1, 1935; (b) July 1, 1935; (c) February 1, 1936, 48.
7. As to gross expenditures made in the constituency of Kenora by: (a) Northern Development Department; (b) Lands and Forests Department since August 1, 1934, to date, 62.
8. As to purchase price of autos, trucks, tractors, camp and road supplies purchased for the Northern Development Department since July 11, 1934, from (a) Dominion Road Machinery Co., Ltd.; (b) Sawyer-Massey Co., Ltd.; (c) J. S. Innes, Ltd.; (d) Canadian Ingersoll-Rand, Ltd., 62.
9. As to contracts for bridges, grading or road construction let by the Northern Development Department, without advertisement for tenders, 241.
10. As to amount paid to date to the Dufferin Paving Company, Limited, on the Kenora-Fort Frances road contract, 62.
11. As to persons or companies engaged by the Hydro-Electric Power Commission or the Government outside the regular staff since July 11, 1934, to advise on Hydro matters, 77.

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12. As to amount paid to date by the Government and Boards and Commissions appointed by the Government to: (1) A. G. Slaght, K.C.; (2) Lewis Duncan, K.C.; (3) J. C. M. German, K.C.; (4) N. F. Newton; (5) J. C. McRuer, K.C., 124.
13. As to contracts let to Leo Mascioli since July 11, 1934, by Northern Development Department, 62.
14. As to payments for Motor Car rentals by the government since September 1, 1934, by (a) Northern Development Department; (b) Lands and Forests Department, 73.
15. As to whether Mr. Holton, formerly of Belleville, Ontario, is now Bursar of the Ontario Hospital at Hamilton, 140.
16. As to number of licenses granted by the Government for the export of pulpwood cut from crown timber lands, 126.
17. As to tenders and amounts of each received for each of certain contracts given under the Northern Development Department and who was the successful tenderer in each case, 63.
18. As to whether T. F. Francis is in the employment of the Government in the Northern Development Department, 64.
19. As to the gross total expenditure on all types of Highways by the Northern Development Department for: (a) construction; (b) maintenance, since July 11, 1934, 65.
20. As to the Department of Lands and Forests since July, 1934, granting licenses to cut timber in the Temagami Provincial Forest, 65.
21. As to the total costs of the Royal Commission appointed under Judge Duncan Ross into the affairs of the Ontario Liquor Control Board, 227.
22. As to number of special courses given in Agriculture by Education Department for teachers in 1935, 35.
23. As to sale of bonds since the present Government took office, 37.
24. As to number of Orders-in-Council passed for each month since July 11, 1934, 56.
25. As to amount paid for legal services rendered the Niagara Parks Commission in connection with the International Railway Company, 56.

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26. As to whether the Public Service Superannuation Board has changed its policy in regard to the application of the 1935 amendment to the Act, 37.
27. As to number of persons granted an annual allowance under the 1935 amendment to The Public Service Superannuation Act, 38.
28. As to number of contracts entered into to date by the Hydro-Electric Power Commission for the sale of power from Abitibi Canyon Power Development, 78.
29. As to travelling expenses drawn by each of the members of the Cabinet since July 11, 1934, to date, 57.
30. As to legal advice or assistance other than special Crown prosecutors, engaged by the Government or any of its commissions since July, 1934. Return ordered, 210.
31. As to the rate per diem allowed the following Crown Counsel Prosecutors set out on pages D-8 and D-9 of the Public Accounts, November 1, 1934—March 31, 1935; (a) J. C. M. German, Middlesex; (b) J. Singer, Toronto; (c) G. A. Urquhart, Hastings; (d) J. H. McDonald, Thunder Bay, 58.
32. As to amounts paid each Minister of the Government for travelling expenses during the years 1930 to 1934 inclusive, 38.
33. As to what Ministers had automobiles and chauffeurs provided for their use in each year, 1930 to 1936, inclusive, 80.
34. As to cost of renovating the Attorney-General's office since July, 1934, 199.
35. As to what date or dates was refusal made to accept power due under contract from any Quebec power company for delivery in Ontario to the Ontario Hydro-Electric Power Commission since July, 1934, 89.
36. As to whether all the engineers now employed by the Hydro-Electric Power Commission are on a permanent basis, 58.
37. As to the total number of beverage licenses issued by the present Government, 60.
38. As to number of persons employed on relief works when the present Government took office, 108.
39. As to what sum per day is paid by the present Government to those employed in Relief Camps, 66.

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40. As to what industries have to date come under The Ontario Industrial Standards Act, 48.
41. As to number of cows in the herd at the Ontario Hospital, Whitby, Ontario, on the following dates: October 31, 1933; October 31, 1934; March 31, 1935, 60.
42. As to how many, if any, motor cars, trucks, tractors, or motor snow plows have been purchased by the Government since January, 1935. Return ordered, 112. Returned, 137. (*Sessional Paper No. 64.*)
43. As to the total number of inmates in mental institutions operated by the Ontario Government, 49.
44. As to the gross debt of Ontario as of (a) July 1, 1934; (b) July 1, 1935; (c) February 1, 1936, 216.
45. As to what grants made by the Government for the following purposes have been discontinued or reduced since July, 1934: (a) Public Health Nurses; (b) School Medical Inspections; (c) School and Community Dental Services, 49.
46. As to the number of aeroplanes now owned by the Ontario Government, 66.
47. As to whether the Government has purchased the rights from any source for the manufacture of aeroplanes, 66.
48. As to how much money has been paid from July, 1934, to date, on the Highway between Belleville and Bancroft, Ontario, 83.
49. As to appointments made to the Ontario Milk Control Board during the calendar year, 1935, 50.
50. As to number of students registered during the past year at MacDonald Institute who were residents outside the Province of Ontario, 51.
51. As to what contracts have been let by the Department of Northern Development for snow-plowing since August, 1934, 67.
52. As to the number of Municipalities in the Province of Ontario in which The Canada Temperance Act is in force, 59.
53. As to whether there is a liquor store in Morrisburg, County of Dundas; also as to date of opening, 60.
54. As to what local hardware firm in Kenora did business with the Government amounting to \$300,000 during the years 1930-31-32-33-34, 67.

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55. As to amount spent by Government Departments for equipment with Sawyer-Massey, Canadian Ingersoll-Rand and Dominion Road Machinery in the years 1928-1934, inclusive, 67.
56. As to whether Dr. T. J. McNally, formerly a District Officer of Health is now in the employ of the Province of Ontario, 39.
57. As to how many Provincial Treasury branches have been opened throughout Ontario from January 1, 1935, to date, 69.
58. As to how many properties, if any, have been purchased for use as Provincial Treasury branches since January 1, 1935, 51.
59. As to what Boards, Commissions, Provincial Institutions, or other bodies in connection with this Government transferred their accounts to branches of the Ontario Government Savings branch, 39.
60. As to what work has been authorized by the Hydro-Electric Power Commission since July 1, 1934, in connection with The Abitibi Canyon Power Development, 109.
61. As to number of persons in Ontario in receipt of Old Age Pensions and the amount paid on the following dates: (a) January, 1934; (b) January, 1935; (c) January, 1936; (d) July, 1934; (e) July, 1935, 51.
62. As to number of persons in Ontario in receipt of Mothers' Allowances and the amount paid on the following dates: (a) January, 1934; (b) January, 1935; (c) January, 1936; (d) July, 1934; (e) July, 1935, 52.
63. As to what moneys have been paid to the Provincial Treasurer by the Hydro-Electric Power Commission, giving amounts, dates and on what account since July 11, 1934, 98.
64. As to whether the 10 million dollar bond issue of the Government awarded August 22nd, 1935, was sold by tender, etc., 110.
65. As to what alterations or construction have been authorized, undertaken or completed at the Chats Falls Plant of the Ontario Hydro-Electric Power Commission, during the year 1935, 84.
66. As to maturity dates and interest rates, etc., on the \$15,000,000 bond issue of the Government for which tenders closed on June 12, 1935; also, in the bond issue which was later sold (June 15, 1935) what were the maturity dates and interest rates, etc., 228.
67. As to tenders received, etc., in connection with the bond issue of the Government in November, 1935, 110.

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68. As to the length of the road between Sudbury and Coniston constructed by the Department of Northern Development, 73.
69. As to the total amount of the recent bond issue of the Hydro-Electric Power Commission, the terms of the issue including interest rate and maturity, 85.
70. As to the total amount received by the Agricultural Development Board or its successor in repayments of principal during the period from April 30th to December 31, 1935, 100.
71. As to whether a Clydesdale stallion was imported by the Ontario Government during the year and placed at the Ontario Agricultural College, 70.
72. As to what Boards, Commissions, Provincial Institutions or other bodies in connection with the Government transferred their accounts to Branches of the Ontario Government Savings Bank, 216.
73. As to amount collected in Stock Transfer Tax since July, 1934, from Ontario Incorporated Companies maintaining Stock Transfer Agencies outside Ontario, 242.
74. As to the number of applications for loans considered by the Agricultural Development Board from November 1, 1933, to June 30, 1934, 100.
75. As to how many physicians were on January 31, 1936, employed in the Hospitals Division of the Department of Health, inside service, 70.
76. As to the cost of the new cell block at Industrial Farm, Burwash, 74.
77. As to item on page S-22, Public Accounts relating to sale of produce, etc., from Industrial Farm, Burwash, 74.
78. As to salary, title and duties of Chester S. Walters, 71.
79. As to what leaves of absence have been granted to Edmund G. Odette, Liquor Control Commissioner since date of his appointment, including regular holidays, if any, 100.
80. As to who is the Instructor for Cheesemakers in Northern Dundas County, etc., 127.
81. As to the comparative unit prices paid for clearing, grubbing, grading, etc., to the Dufferin Paving Company, Limited, on the Kenora-Fort Frances Highway, and the McNamara Construction Company, Limited, on Contract 18, Kenora. Lapsed.

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82. As to the area of the Kenora Electoral Constituency, 68.
83. As to number of District Medical Health Officers appointed by the Government since July, 1934, 110.
84. As to the purchase prices in the aggregate of the Ontario Government Loan series, B.E., sold in June, 1935, by: (a) Mining Companies; (b) Banks; (c) Insurance Companies; (d) Manufacturing and Commercial Houses; (e) Trust and Mortgage Companies; (f) Department and Chain Stores; (g) Provincial Savings Offices; (h) Sundry Individuals, 74.
85. As to the cost to date of well drilling and purchase of pumping and incidental equipment of the Industrial Farm, Burwash, 89.
86. As to whether the Ontario Agricultural Demonstration Farm at New Liskeard has been reopened, 90.
87. As to whether district conferences of inspectors of the Agricultural Development Board were held in May, June, or July of last year, 90.
88. As to how many accidents have happened to Ontario Government aeroplanes since July 11, 1934, 210.
89. As to revenue from customers served by the Abitibi Hydro-Electric plant for calendar year 1935, 127.
90. As to how many Municipalities have adopted the Cash Relief System since it was introduced, 90.
91. As to how many, if any, Municipalities in the Province of Ontario have during the past year been requested by the Government to transfer their deposits from any chartered bank to any branch of the Ontario Government Savings Bank, 74.
92. As to the total gallonage sales in each Municipality in Ontario during the year 1935 for: (a) Beer; (b) Wine, 100.
93. As to licenses granted by the Liquor Control Board since July 15, 1934, which allows the establishment of stores for the purpose of selling wine in Ontario, 101.
94. As to Orders-in-Council passed since July 15, 1934, which have put into effect any measure of taxation under regulation or authority of existing statutes or otherwise. Return ordered, 196. Returned, 215. (*Sessional Paper No. 68.*)

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95. As to number of physicians, senior assistant physicians, graduate medical internes and other medical internes employed on January 31, 1936, at the Psychiatric Hospital, Toronto, with or without salary, 128.
96. As to number of physicians of all grades employed in the inside service, Hospitals Division, Department of Health, on July 31, 1933, and on January 31, 1936, 128.
97. As to the total peak power sold on the Niagara System inclusive of power used for steam production, export power, contractual obligations and peak demands for the following months: (a) January, 1935; (b) November, 1935; (c) December, 1935; (d) January, 1936, 92.
98. As to the maximum primary peak for power each month on the Abitibi System, since operation commenced, 93.
99. As to lectures and demonstrations given in the special courses in Agriculture at the Kemptville Agricultural College in 1935, 142.
100. As to the quantity of milk and amount paid for same as supplied to the Ontario Hospital, Toronto, for the fiscal year ended October 31, 1933, October 31, 1934, and the five months period ending March 31, 1935, 104.
101. As to source of recommendations for change in the Goulais River—Ranger Lake Game Preserve boundaries, 93.
102. As to the identity and appointment of the stenographer in the office of the District Agricultural Representative for Dundas County, 129.
103. As to the dismissal of Mrs. J. A. Connell of Algonquin, secretary to the Mothers' Allowances Board for Grenville County, 85.
104. As to whether the Liquor Control Board carries insurance to the full insurable value of its liquor stocks, 104.
105. As to what insurance has been contracted for by the Hydro-Electric Power Commission during the calendar year, 1935, 258.
106. As to the present system of purchasing clothing distributed by the Department of Welfare, in connection with Relief Administration. Return ordered, 124. Returned, 169. (*Sessional Paper No. 67.*)
107. As to the designation of the different reserves or funds set up by the Hydro-Electric Power Commission out of the revenues received from the sale of electric energy to the various municipal systems, 154.

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108. As to the names, salaries and positions of the members of the permanent staff of the Hydro-Electric Power Commission at the present time. Return ordered, 274.
109. As to the maximum 20-minute peak primary loads on the various systems of the Ontario Hydro-Electric Power Commission for each of the months since November 1, 1934, 144
110. As to the number of convictions executed in each district of the Province under the Department of Game and Fisheries for infractions of Game Laws since January 31, 1935, 129.
111. As to what changes have been made in The Amusement Tax Act since January 1, 1935, 224.
112. As to number of persons employed in the Amusement Tax Branch of the Ontario Treasury Department, 145.
113. As to number of incorporated companies on the records of the Corporation Tax Branch of the Ontario Treasury Department. Return ordered, 221.
114. As to number of persons in the Ontario Public Service employed in connection with the administration of The Succession Duty Act, 190.
115. As to number of foreclosures made since July 15, 1934, to date, under the Agricultural Development Board, 110.
116. As to the quantity and wholesale value of the beer sold from breweries and brewery warehouses to holders of authority under the Liquor Control Board for the calendar year, 1935, 147.
117. As to the enforcement of the provisions of section 11, subsection 6, of The Minimum Wage Act which provides for minimum wage for male employees replacing females, 111.
118. As to the number of prosecutions during the period from January 1, 1935, to March 1, 1936, under The Minimum Wage Act, 111.
119. As to the total arrears of wages collected under The Minimum Wage Act during the period from January 1, 1935, to March 31, 1936, 111.
120. As to the identity of the electrician at the Ontario Hospital, Toronto, 111.
121. As to amount paid from July 11, 1934, to date, to Arthur G. Slaght, K.C., for services rendered in connection with the T. & N. O. railway by: (a) T. & N. O. Railway Commission; (b) The Ontario Government, 111.

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122. As to amount paid by the Government from September 1, 1934, to date, for motor car rental, either directly or under a mileage allowance system in the Department of: (a) Northern Development; (b) Lands and Forests, 242.
123. As to the total amount paid to date on the contract awarded to the Assiniboia Engineering and Contracting Co. for work done in the Trans-Canada Highway between Kenora and the Manitoba boundary, 224.
124. As to what bonds or other liabilities of the Hydro-Electric Power Commission, owing to or guaranteed by this Government, mature or matured during the calendar years: (a) 1934; (b) 1935; (c) 1936; (d) 1937; (e) 1938, 147.
125. As to the official position of Mr. Murray McCrimmon in the Ontario Hydro-Electric Power Commission, 156.
126. As to gasoline tax collections for the: (a) Five months ending March 31, 1935; (b) Ten months ending January 31, 1936, 157.
127. As to the total cost to date of the Burleigh Falls-Bancroft section of the highway from Apsley northeast, 243.
128. As to number of requests, if any, received by the Attorney-General's Department or any other Department of the Government for additional police service in any sections of Ontario since August 1, 1934, 200.
129. As to the official position of W. V. Harcourt, M.D., at the Ontario Reformatory at Guelph, 130.
130. As to whether Mr. H. O. Howitt, M.D., L.R.C.P., M.R.C.S., F.R.C.S., is employed at the Ontario Reformatory at Guelph, 130.
131. As to date or dates payments have been allowed or made to Quebec power companies under the former contracts with the Hydro-Electric Power Commission, i.e., Gatineau Power Company, MacLaren-Quebec Power Company, Ottawa Valley Power Company, Beauharnois Light, Heat and Power Co., 147.
132. As to what position, if any, has John Cowan, of the legal firm of Cowan, Cowan & Gray, of Sarnia, Ontario, been engaged in by the Ontario Government since July, 1934, 211.
133. As to appointment of counsel for the inquiry into the Manufacturers Finance Corporation, Ltd., 148.
134. As to the total costs involved in connection with the action taken by the Ontario Government in reference to the validity of the Maritime Freight Rates Act, 216.

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135. As to what reward, if any, was offered by this Government in connection with the Labatt kidnapping case, 200.
136. As to the number of Justices of the Peace appointed since March 1, 1935, 148.
137. As to whether the services of Col. G. O. Brown, Sheriff of Halton County have been dispensed with, 158.
138. As to (a) the number of persons appointed King's Counsel since July 11, 1934, have not taken out their patents; (b) what was the name and date of appointment in each case, 262.
139. As to conditions of employment under the student labour arrangements of graduates of the Ontario Agricultural College since September, 1934, with regard to pay, hours of employment, etc., 158.
140. As to number of appointments of Crown prosecutors at assizes or other courts since January 1, 1935, 216.
141. As to whether the building formerly used by the Soldiers Aid Commission, 621 Jarvis Street, Toronto, has been disposed of, 159.
142. As to number of wards in the Soldiers Aid Commission to-day, 159.
143. As to the amount of money subscribed by the Service Clubs of Ontario towards the capital cost of the Bowmanville Training School for Boys, 160.
144. As to whether any girls residing in the Galt Training School were removed to make room for girls from the Alexandria Institution, 160.
145. As to when Bon Ayr Hostel and School for boys was closed, 160.
146. As to number of girls transferred from Alexandria School to the Galt Training School for girls, 160.
147. As to whether the Department of Game and Fisheries employed seasonal Game Overseers during the calendar years 1934 and 1935, 192.
148. As to how many students attended the last Provincial police training school held in Toronto, 201.
149. As to the total amount of money in right of way, transmission lines, transformer stations, etc., but not including power houses or generating equipment, between the point of acceptance of Quebec power and the Leaside transforming station, 225.

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150. As to whether Mr. Don Campbell of the Town of Kenora is an employee of the Ontario Government, 211.
151. As to the purchase of raw furs by the month for the calendar year, 1935, by: (a) D. M. Stewart, Missanabie; (b) Hudson Bay Co., Missanabie; (c) A. V. Selkirk, Franz; (d) J. T. Glick, Sudbury; (e) M. Hart, North Bay; (f) J. Tobert, Foleyet; (g) Mr. Christoff, Oba; (h) Wm, McLeod, Chapleau, 193.
152. As to capital expenditure made in connection with the Eastern Dairy School at Kingston, in land, buildings and equipment, since the erection of the present building, 194.
153. As to number of persons notified since July 15, 1934, by the Agricultural Development Board that sale proceedings will be taken under loans advanced by the Agricultural Development Board, etc., 161.
154. As to whether any graduates of the Ontario Agricultural College were taken on during 1934-35 year of the College to take over a part of all the duties performed by Mr. W. W. Watson, Mr. L. J. Bohn, Mr. R. P. Quance, 161.
155. As to what has been paid in salaries, perquisites, honorarium, travelling or other expenses to: (a) Edmund Odette; (b) Arnold Smith; for the period July 11, 1934, to date, by the Government or any of its Boards and Commissions, 220.
156. As to number of Hospital patients boarded out from Ontario Hospitals under what is commonly known as the "Belgian System" on the following dates, viz.: March 31, 1934; March 31, 1935; March 31, 1936, 194.
157. As to number of Medical Superintendents appointed in the Ontario Hospitals since July, 1934, 201.
158. As to number of Medical Superintendents transferred from one hospital to another since July, 1934, 201.
159. As to number of Medical Officers below the rank of Superintendent transferred from one hospital to another since July 1, 1934, 201.
160. As to number of artisans, attendants, nurses, clerks and employees of all ranks other than medical officers transferred from one Ontario Hospital to another since July 1, 1934, 201.
161. As to cost of mattresses purchased by the Department of Public Welfare for distribution in Ontario during the year 1935, 194.

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162. As to how many persons dismissed from the Ontario Public Service since July 11, 1934, received one week's salary for each year of service as provided by Order-in-Council in December, 1934, 225.
163. As to the names, positions and salaries of persons who have been dismissed by the Liquor Control Board since March 26th, 1935, to date, 232.
164. As to the number of persons on the superannuation pay roll as of March 1, 1936, 195.
165. As to the number of contributions to the Public Service Superannuation Fund as of March 1, 1936, 195.
166. As to the average salary of employees in the Civil Service as of March 1, 1936, 195.
167. As to the number of persons in the Ontario Public Service as of March 1, 1936, in: (a) Permanent Service; (b) Temporary Service, 225.
168. As to the cost from July 1, 1934, of removal expenses in connection with transfer of Superintendents, Medical Officers, Artisans, Nurses, Clerks, and employees of all ranks from one Ontario Hospital to another, 202.
169. As to how many applications for the admission of patients to the Ontario Hospital, Orillia, were on file on February 29, 1936, which could not be dealt with because of lack of accommodation, 196.
170. As to beds added for patients' accommodation during the twelve months ending March 31, 1935, in the Ontario Hospitals by: (a) alterations and modernizing existing accommodation; (b) by new construction, 220.
171. As to number of persons certified as mentally ill and hospitalized through the offices of the Ontario Health Clinics and how many received treatment at the hands of the Mental Health Clinic for the twelve months ended March 31, 1935, 232.
172. As to number of Mental Health Clinics in operation in conjunction with the Ontario Hospitals on March 1, 1936, 196.
173. As to the cost of operating the Mental Health Clinics of the Province for the twelve months ended March 31, 1935. Return ordered, 221.
174. As to date of appointment of Mr. William Scott to the position of Ontario Fire Marshal, 202.

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175. As to the names, classification, salary and locality of persons appointed to positions in the Liquor Control Board of Ontario since March 20, 1935, 232.
176. As to number of employees dismissed or requested to resign, by the Hydro-Electric Commission since April 15th, 1935, 262.
177. As to the number of employees engaged by the Hydro-Electric Power Commission since April 15, 1935. Return ordered, 274.
178. As to number of lectures and demonstrations at the Kemptville Agricultural College in connection with the special courses in Agriculture given by the Department of Education, 235.
179. As to the expenditure in connection with the Eastern Ontario Dairy School at Kingston since the year 1919, in: (a) land; (b) buildings; (c) equipment, 236.
180. As to what institutions, departments or branches of the government did the following sell goods or services for periods ending: (a) March 31, 1935; (b) March 31, 1936; (1) M. Godfrey & Co.; (2) Dry Goods Specialty Co.; (3) Campbell Heating Co.; (4) Good Humour Food Products Co. Return ordered, 221.
181. As to whether Jesse Bradford, K.C., is employed as solicitor to the Old Age Pensions Commission; also, as to the official position of J. C. Adams, Barrister, formerly of Windsor, in connection with the Old Age Pensions Commission; also, as to the official position of J. C. Adams, formerly of Windsor, in the Department of Labour, 226.
182. As to whether since the Hunter report was tabled, returned soldiers who have been replaced in the Ontario Public Service were all veterans placed back in their former positions, etc., 228.
183. As to payment of rentals or annual fees on properties abutting on Lake Simcoe, between Keswick and Jackson's Point in 1934 and 1935, 243.
184. As to the amount of Succession Duty Free Bonds bought in by the Government since August 1, 1934, 220.
185. As to amounts paid for: (a) salary; (b) expenses; to each member of the Milk Control Board for the fiscal year ending March 31, 1936, 228.

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RAILWAY ACT, THE:

Bill (No. 112) to amend, introduced, 153. Motion for Second reading defeated, 197.

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1. Question (No. 38) as to how many persons were employed on, 108.
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RETURNS ORDERED:

1. Showing how many returned soldiers, dismissed, resigned, or requested to resign from the Ontario Public Service, since July 11, 1934, have to date been re-employed in the Ontario Public Service. 2. What are the names, position, salary, and date of reappointment in each case. 3. How many returned soldiers, employed in the Ontario Public Service have been dismissed, resigned, or been requested to resign, since April 18, 1935. 4. What are the names, position, salary and date of dismissal in each case, 53. Returned, 136. (*Sessional Paper No. 63.*)
2. Showing the names of all Civil Servants of the Department of Game and Fisheries who were notified of dismissal, with addresses and salaries they received during the calendar year of 1935. 2. Give the date of dismissal in each case. 3. List of names of all Civil Servants of the Department of Game and Fisheries who were notified of their dismissal

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- and were re-engaged, giving date of re-engagement during the calendar year of 1935, with duties and salaries. 4. Names of all Civil Servants that have been added to the Department of Game and Fisheries during the calendar year of 1935, with addresses, duties and salaries and date of appointment and age in each case. 5. Names of all Civil Servants of the Department of Game and Fisheries who resigned during the calendar year of 1935, stating duties and salaries and whether their resignation was requested, and if so, by whom, 53. Returned, 68. (*Sessional Paper No. 54.*)
3. Showing all correspondence, agreements, documents, relating to the Carpentier-Hixon Lumber Co., Ltd.; Blind River Pine Company, Ltd., in the Department of Lands and Forests or elsewhere, 54. Returned, 254. (*Sessional Paper No. 72.*)
4. Showing all Civil Servants who have resigned, been dismissed, or requested to resign, since April 18, 1935, giving in each case the position, department, and the salary paid, and classifying whether they were employed in the inside or outside service, and indicating war service, if any, 54. Returned, 132. (*Sessional Paper No. 62.*)
5. Showing how many beverage licenses held by either Clubs or Hotels in the Province of Ontario have been cancelled since January 31, 1935. 2. How many, if any, beverage licenses have been renewed, and which were previously cancelled since August 25, 1934, 54. Returned, 68. (*Sessional Paper No. 55.*)
6. Showing how many, if any, motor cars, trucks, tractors, or motor snow plows, have been purchased by the Government since January, 1935. 2. For what Department of the Public Service were these purchased. 3. From whom were they purchased and at what price in each case. 4. When and where were competitive tenders called for and what were the amounts tendered in each case, 112. Returned, 137. (*Sessional Paper No. 64.*)
7. Showing all offers for the sale of power made by: (a) Gatineau Power Company; (b) Beauharnois Light, Heat and Power Company; (c) Maclaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development), to the Government and the Hydro-Electric Power Commission, 113. Returned, 227. (*Sessional Paper No. 69.*)
8. Showing the expenditures and revenues on ordinary and capital account for the months of February, 1935, to February, 1936, 121.
9. Showing the names of all Civil Servants who, since July 15, 1934, have received an increase in salary, perquisites, bonuses or grants; stating previous salary and amount of increase in each case, 121.
10. Showing the number of brands of beer, wines, or spirituous liquors listed for sale in the stores of the Liquor Control Board of Ontario since March 1st, 1935, to date, together with the name of the manufacturer, his

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- agent in Canada or Ontario, his place of business, and the nature and extent of the order placed with him, 121. Returned, 151. (*Sessional Paper No. 65.*)
11. Showing: 1. What is the present system of purchasing clothing distributed by the Department of Welfare, in connection with Relief Administration. 2. Are these purchases made by tender; if so, what tenders have been called during the year 1935; where were they advertised and what were the tenders received. 3. From whom were the purchases made for these supplies, and what were the total purchases in each case. 4. What was the total costs for clothing distributed during the year 1935, 124. Returned, 169. (*Sessional Paper No. 67.*)
 12. Showing: 1. The grants made by the Government, for the year 1929 to the year 1935 inclusive for the following purposes: (1) Public School Grants; (2) Separate School Grants; (3) High School and Collegiate Grants; (4) Agricultural School Grants; (5) Vocational School Grants; (6) University Grants, or other assistance, 135. Returned, 152. (*Sessional Paper No. 66.*)
 13. Showing: 1. How many Orders-in-Council have been passed since July 15th, 1934, which have put into effect any measure of taxation under regulation or authority of existing statutes or otherwise. 2. What were these Orders-in-Council and upon what dates were they passed, 196. Returned, 215. (*Sessional Paper, No. 68.*)
 14. Showing all persons who have been appointed to positions under any Board or Commission, under the jurisdiction of this Government other than the Hydro-Electric Power Commission, and the Ontario Liquor Control Board, since July 11th, 1934, and giving in each case the Board or Commission, name, position, salary, and war service, if any, 196.
 15. Showing all persons who have been dismissed, resigned or requested to resign, from positions under any Board or Commission under the jurisdiction of this Government, other than the Hydro-Electric Power Commission and the Ontario Liquor Control Board since July 11th, 1934, and give in each case the Board or Commission, name, position, salary, and war service, if any, 196.
 16. Showing what legal advisors or assistance, other than special Crown Prosecutors, has since been engaged by this Government, or any of its boards or commissions since July 11th, 1934, giving in each case the names, salary per diem, duration of engagement, and the total amount paid to date to each person or persons and specifying if payment for services completed in each case, 210.
 17. Showing: 1. How many incorporated companies are on the records of the Corporations Tax Branch of the Ontario Treasury Department. 2. How many of these companies were in arrears of taxes under The Ontario Corporations Tax Act, as of January 1st, 1936. 3. What is the total amount of these arrears. 4. How many persons are employed in the

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- Corporations Tax Branch of the Treasury Department. 5. What are the names, positions, salaries of each employee in this branch of the service. 6. How many persons were employed in the Ontario Public Service in connection with the administration of the Corporations Tax Act, as of July 11th, 1934, 221.
18. Showing: 1. What was the cost of operating the Mental Health Clinics of the Province for the twelve months ended March 31st, 1935, as to the following items: (a) Salaries of physicians, social service workers, psychologists, psychometrists, clerks, stenographers, and all other employees; (b) Cost of automobiles and operation thereof including purchase of gasoline, oil, repairs and general maintenance; (c) Travelling expenses of employees mentioned in Section (a) herein, 221.
19. Showing: 1. To what Institutions, Departments or branches, of the Government, giving the total amount in each case, did the following sell goods or services, for the periods ending: (a) March 31st, 1935; (b) March 31st, 1936; (1) M. Godfrey & Co.; (2) Dry Goods Specialty Co.; (3) Campbell Heating Co.; (4) Good Humour Food Products Co., 221.
20. Showing the expenditures and revenues on ordinary and capital account for the months July 1st, 1934, to February 1st, 1935, 252. Returned, 275. (*Sessional Paper No. 74.*)
21. Showing the names, salaries and positions of those on the permanent staff of the Hydro-Electric Power Commission at the present time, 274.
22. Showing: 1. How many employees have been engaged by the Hydro-Electric Power Commission since April 15th, 1935. 2. What are the names, position, salary and address in each case, 274.

REVENUE:

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REVENUE ACT OF 1932, THE SUPPLEMENTARY:

Bill (No. 74) to repeal, introduced, 53. Second reading, 203. House in Committee, 248. Third reading, 255. Royal Assent, 277. (1 Edward VIII, c. 58.)

ROBERTS, J.:

Return to an Order of the House of April 2nd, 1935, showing number of furs purchased by, in 1933 and 1934, 9. (*Sessional Paper No. 41.*)

ROBERTSON, R. S.:

See *Hydro*.

ROEBUCK, MR.:

1. Added to Committee on Private Bills, 43.
2. Added to Committee on Public Accounts, 120.

ROSS, JUDGE DUNCAN:

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RYAN, W. F.:

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ST. ALBANS, CATHEDRAL OF:

Petition for an Act respecting, 8. Read and received, 11. Reported by Committee on Standing Orders, 20. Bill (No. 15) introduced and referred to Committee on Private Bills, 44. Reported, 95. Fees remitted, 96. Second reading, 105. House in Committee, 112. Third reading, 131. Royal Assent, 276. (1 Edward VIII, c. 80.)

ST. CATHARINES, CITY OF:

Petition for an Act respecting, 14. Read and received, 16. Reported by Committee on Standing Orders, 76. Bill (No. 21) introduced and referred to Committee on Private Bills, 77. Reported, 115. Second reading, 133. House in Committee, 207. Third reading, 209. Royal Assent, 276. (1 Edward VIII, c. 81.)

SANDWICH WEST, TOWNSHIP OF:

Petition for an Act respecting, 123. Read and received, 133. Reported by Committee on Standing Orders, 136. Bill (No. 24) introduced and referred to Committee on Private Bills, 138. Withdrawn by letter.

SANATORIA FOR CONSUMPTIVES ACT, THE:

1. Bill (No. 37) to amend, introduced, 73. Second reading, 134. House in Committee, 206. Third reading, 209. Royal Assent, 277. (1 Edward VIII, c. 54.)

2. See also *Hospitals*.

SAWYER-MASSEY COMPANY:

1. Question (No. 8) as to purchase made from, by Department of Northern Development, 62.
2. Question (No. 55) as to Government expenditures with, from 1928 to 1934, 67.

SAVINGS BANK, GOVERNMENT:

See *Ontario*.

SCARBOROUGH, TOWNSHIP OF:

Petition for an Act respecting, 32. Read and received, 35. Reported by Committee on Standing Orders, 76. Bill (No. 27) introduced and referred to Committee on Private Bills, 77. Not reported, 153.

SCHOOL LAW AMENDMENT ACT, 1936, THE:

Bill (No. 120) introduced, 163. Second reading, 229. House in Committee and amended, 253. Third reading, 256. Royal Assent, 278. (1 Edward VIII, c. 55.)

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| No. 2 | Estimates of certain sums required for the service of the Province for the year ending March 31st, 1937. Presented to the Legislature, March 12th, 1936. <i>Printed.</i> |
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| No. 5 | Annual Report of the Inspector of Legal Offices for the year ending December 31st, 1935. Presented to the Legislature, March 31st, 1936. <i>Printed.</i> |
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| No. 8 | Report of the Department of Public Works, Ontario, for five months period, November 1st, 1934, to March 31st, 1935. Presented to the Legislature, February 19th, 1936. <i>Printed.</i> |
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| No. 10 | Report of the Department of Labour; also the Report of the Minimum Wage Board, for the fiscal period, November 1st to March 31st, 1935. Presented to the Legislature, March 6th, 1936. <i>Printed.</i> |
| No. 11 | Report of the Department of Education, Ontario, 1935. Presented to the Legislature, April 9th, 1936. <i>Printed.</i> |

- No. 12 Report of the Board of Governors of the University of Toronto for year ending June 30th, 1935. Presented to the Legislature, February 11th, 1936. *Printed.*
- No. 13 Report relating to the Registration of Births, Marriages and Deaths, Ontario, for the year ending December 31st, 1935. Presented to the Legislature, April 9th, 1936. *Printed.*
- No. 14 Annual Report of the Department of Health, Ontario. Presented to the Legislature, April 6th, 1936. *Printed.*
- No. 15 Annual Report upon Hospitals for the Mentally Ill, Mentally Sub-normal and Epileptic, for five months, November 1st, 1934, to March 31st, 1935. Presented to the Legislature, February 21st, 1936. *Printed.*
- No. 16 Annual Report upon the Hospitals and Sanatoria of the Province of Ontario for year ending September 30th, 1935. Presented to the Legislature, April 7th, 1936. *Printed.*
- No. 18 Report upon the Prisons and Reformatories of the Province of Ontario for period, October 1st, 1934, to March 31st, 1935, in respect to Gaols, and November 1st, 1934, to March 31st, 1935, in respect to Reformatories and Industrial Farms. Presented to the Legislature, March 4th, 1936. *Printed.*
- No. 19 Report of the Department of Public Welfare, Ontario, for fiscal period, November 1st, 1934, to March 31st, 1935. Presented to the Legislature, April 7th, 1936. *Printed.*
- No. 20 Ninth Report of the Liquor Control Board of Ontario for five months fiscal period ending March 31st, 1935. Presented to the Legislature, February 24th, 1936. *Printed.*
- No. 21 Report of the Minister of Agriculture for the period November 1st to March 31st, 1935. Presented to the Legislature, April 9th, 1936. *Printed.*
- No. 22 Report of the Statistics Branch, Department of Agriculture for the period, November 1st, 1934, to March 31st, 1935. Presented to the Legislature, April 9th, 1936. *Printed.*
- No. 23 Thirty-fourth Report of the Temiskaming and Northern Ontario Railway Commission for five months period ending March 31st, 1935. Presented to the Legislature, April 9th, 1936. *Printed.*
- No. 24 Annual Report of the Ontario Municipal Board for the year ending December 31st, 1935. Presented to the Legislature, April 6th, 1936. *Printed.*
- No. 26 Annual Report of the Hydro-Electric Power Commission of Ontario for the year ending October 31st, 1935. Presented to the Legislature, April 3rd, 1936. *Printed.*

- No. 27 Report of Provincial Auditor, Ontario. Presented to the Legislature, February 24th, 1936. *Printed.*
- No. 28 Report of the Workmen's Compensation Board, Ontario. Presented to the Legislature, April 8th, 1936. *Printed.*
- No. 29 Report of the Ontario Veterinary College for the period, November 1st, 1934, to March 31st, 1935. Presented to the Legislature, April 9th, 1936. *Printed.*
- No. 30 Report of the Distribution of Sessional Statutes and Sessional Papers, December 31st, 1935. Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 33 Report of the Secretary and Registrar of the Province of Ontario, with respect to the administration of The Companies Act, The Extra Provincial Corporations Act, The Mortmain and Charitable Uses Act and The Companies Information Act. Presented to the Legislature, April 9th, 1936. *Not Printed.*
- No. 34 Report of the Commissioner of the Ontario Provincial Police, from November 1st, 1934, to March 31st, 1935. Presented to the Legislature, April 3rd, 1936. *Printed.*
- No. 35 Report of the Ontario Athletic Commission. Presented to the Legislature, April 9th, 1936. *Not Printed.*
- No. 36 Fifteenth Annual Report of the Public Service Superannuation Board for year ending October 31st, 1935. Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 37 Annual Report of the Civil Service Commissioner of Ontario for year ending October 31st, 1935. Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 38 Report relating to The Ontario Historical Society for year 1934-35. Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 39 Orders-in-Council made pursuant to The Ontario Insurance Act and The Guarantee Companies Securities Act, Department of Insurance. Presented to the Legislature, February 11th, 1936; also, Orders-in-Council made pursuant to The Ontario Insurance Act and The Guarantee Companies Securities Act, Department of Insurance. Presented to the Legislature, April 6th, 1936. *Not Printed.*
- No. 40 Regulations and Orders-in-Council made under the authority of The Department of Education Act or of the Acts relating to Public Schools, Separate Schools or High Schools. Presented to the Legislature, February 11th, 1936; also, Regulations and Orders-in-Council made under the authority of The Department of

- Education Act or of the Acts relating to Public Schools, Separate Schools or High Schools. Presented to the Legislature, February, 19th, 1936. *Not Printed.*
- No. 41 Return to an Order, dated April 2nd, 1935, that there be laid before the House a Return showing: 1. Copies of returns made by the holders of Fur Buyer Licenses for the calendar year of 1933 and 1934 (separately), showing the number of skins purchased of each kind of fur:—D. M. Stewart, Missanabie; Hudson Bay Company, Missanabie; A. V. J. Selkirk, Franz; Spadoni Brothers, Franz; J. I. Glick, Sudbury; M. Hart, North Bay; J. Robert, Foleyet; Christoff, Oba; William McLeod, Chapleau. *Mr. Challies.* Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 42 Orders-in-Council made under the authority of The Northern Development Act. Presented to the Legislature, February 19th, 1936. *Not Printed.*
- No. 43 Report of the Department of Northern Development on operations under The Northern Development Act and The Colonization Roads Act for the five months period ending March 31st, 1935. Presented to the Legislature, February 11th, 1936. *Printed.*
- No. 45 Return to an Order, dated April 2nd, 1935, that there be laid before the House a Return showing: 1. The names of all Civil Servants of the Department of Game and Fisheries who were notified of dismissal with addresses, and salaries they received during the calendar year of 1934. 2. Give date of dismissal in each case. 3. List of names of all Civil Servants of the Department of Game and Fisheries who were notified of their dismissal and were re-engaged giving date of re-engagement, during the calendar year of 1934, with duties and salaries. 4. Names of all Civil Servants that have been added to the Department of Game and Fisheries during the calendar year of 1934, with addresses, duties and salaries and date of appointment. 5. Names of all Civil Servants of the Department of Game and Fisheries who resigned or were dismissed during the calendar year of 1934, stating duties and salaries and whether their resignation was requested and, if so, by whom. *Mr. Challies.* Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 46 Return to an Order, dated April 18th, 1935, that there be laid before the House a Return showing a list of all ex-Civil Servants that will receive superannuation under the Revised Public Service Act, giving names, addresses, and former salaries prior to July 11th, 1934. *Mr. Henry.* Presented to the Legislature, February 11th, 1936. *Not Printed.*
- No. 47 Return to an Order, dated April 18th, 1935, that there be laid before the House a Return showing: 1. How many returned soldiers have been dismissed or requested to resign since this Government took office on July 11th, 1934. 2. On whose recommendation were they dismissed or requested to resign. 3. How many of those

- who left the public service of Ontario have to date been reinstated. *Mr. Heighington*. Presented to the Legislature, February 11th, 1936. *Not Printed*.
- No. 48 Return to an Order, dated April 18th, 1935, that there be laid before this House a Return showing: A list of all Civil Servants who have resigned, been dismissed, or requested to resign since July 11th, 1934, to date, giving in each case the position, Department, and the salary paid, and classifying whether they were employed in the inside or outside service, and indicating war service, if any. *Mr. Heighington*. Presented to the Legislature, February 19th, 1936. *Not Printed*.
- No. 49 Comparative Statement of Legislative Grants apportioned to the Rural Public and Separate Schools, in the Counties and Districts for the year 1934-1935. Presented to the Legislature, February 21st, 1936. *Not Printed*.
- No. 50 Royal Ontario Museum statement of Revenue and Expenditure for year ending June 30th, 1935. Presented to the Legislature, February 24th, 1936. *Not Printed*.
- No. 51 Report of His Honour, Judge Duncan C. Ross, a Commissioner appointed to enquire into transactions of the Liquor Control Board of Ontario prior and down to the first day of January, 1934. Presented to the Legislature, February 25th, 1936. *Not Printed*.
- No. 52 Regulations passed pursuant to The Mental Hospitals Act, 1935, Department of Health. Presented to the Legislature, February 26th, 1936. *Not Printed*.
- No. 53 Return to an Order of the House dated April 18th, 1935, that there be laid before the House a Return showing: A list of all Civil Servants engaged since July 11th, 1934, to date (April 18th, 1935), giving position, department and salary paid and classifying whether employed in the inside or outside service of the Province. *Mr. Henry*. Presented to the Legislature, March 2nd, 1936. *Not Printed*.
- No. 54 Return to an Order of the House dated March 2nd, 1936, that there be laid before the House a Return showing: 1. The names of all Civil Servants of the Department of Game and Fisheries who were notified of dismissal, with addresses and salaries they received during the calendar year 1935. 2. Give the date of dismissal in each case. 3. List of names of all Civil Servants of the Department of Game and Fisheries who were notified of their dismissal and were re-engaged, giving date of re-engagement during the calendar year of 1935, with duties and salaries. 4. Names of all Civil Servants that have been added to the Department of Game and Fisheries during the calendar year of 1935, with addresses, duties and salaries and date of appointment and age in each case. 5. Names of all Civil Servants of the Department of

Game and Fisheries who resigned during the calendar year of 1935, stating duties and salaries and whether their resignation was requested and if so, by whom. *Mr. Challies*. Presented to the Legislature, March 5th, 1936. *Not Printed*.

- No. 55 Return to an Order of the House dated March 2nd, 1936, that there be laid before the House a Return showing: 1. How many beverage licenses held by either Clubs or Hotels in the Province of Ontario have been cancelled since January 31, 1935. 2. How many, if any, beverage licenses have been renewed, and which were previously cancelled, since August 25, 1934. *Mr. Ellis*. Presented to the Legislature, March 5th, 1936. *Not Printed*.
- No. 56 First Annual Report of the Department of Municipal Affairs, Ontario, 1934-1935. Presented to the Legislature, March 6th, 1936. *Not Printed*.
- No. 57 Statistical information quoted by Mr. Clark during his address on the 5th inst., on the debate on motion for an address in reply to the Speech from the Throne. Presented to the Legislature, March 6th, 1936. *Not Printed*.
- No. 58 Report of investigation by the Deputy Provincial Secretary into charges made against the administration of The Industrial Farm at Burwash by ex-inmate Robert Haley, as well as complaints made by inmates of the institution at the time of the investigation. Presented to the Legislature, March 16th, 1936. *Not Printed*.
- No. 59 Report of William Belmont Common under and pursuant to a Commission dated the 24th day of July, A.D. 1935, under The Public Inquiries Act, to inquire into and report upon the internal management of the Ontario Hospital, Mimico, Ontario, and into any and all charges which may be brought against any member or members of the staff of the said institution and into the care and treatment of the patients therein. Presented to the Legislature, March 16th, 1936. *Not Printed*.
- No. 60 Report of William Belmont Common under and pursuant to a Commission, dated the 15th day of May, A.D. 1935, to inquire into and report upon certain charges of impropriety in connection with the administration of the affairs of the Department of Northern Development in the District of South Cochrane. Presented to the Legislature, March 17th, 1936. *Not Printed*.
- No. 61 Report of the Ontario Research Foundation for the year ending December 31st, 1935. Presented to the Legislature, March 18th, 1936. *Printed*.
- No. 62 Return to an Order of the House dated March 2nd, 1936, that there be laid before the House a Return showing all Civil Servants who have resigned, been dismissed or requested to resign, since April 18th, 1935, giving in each case the position, department and the salary paid, and classifying whether they were employed in the

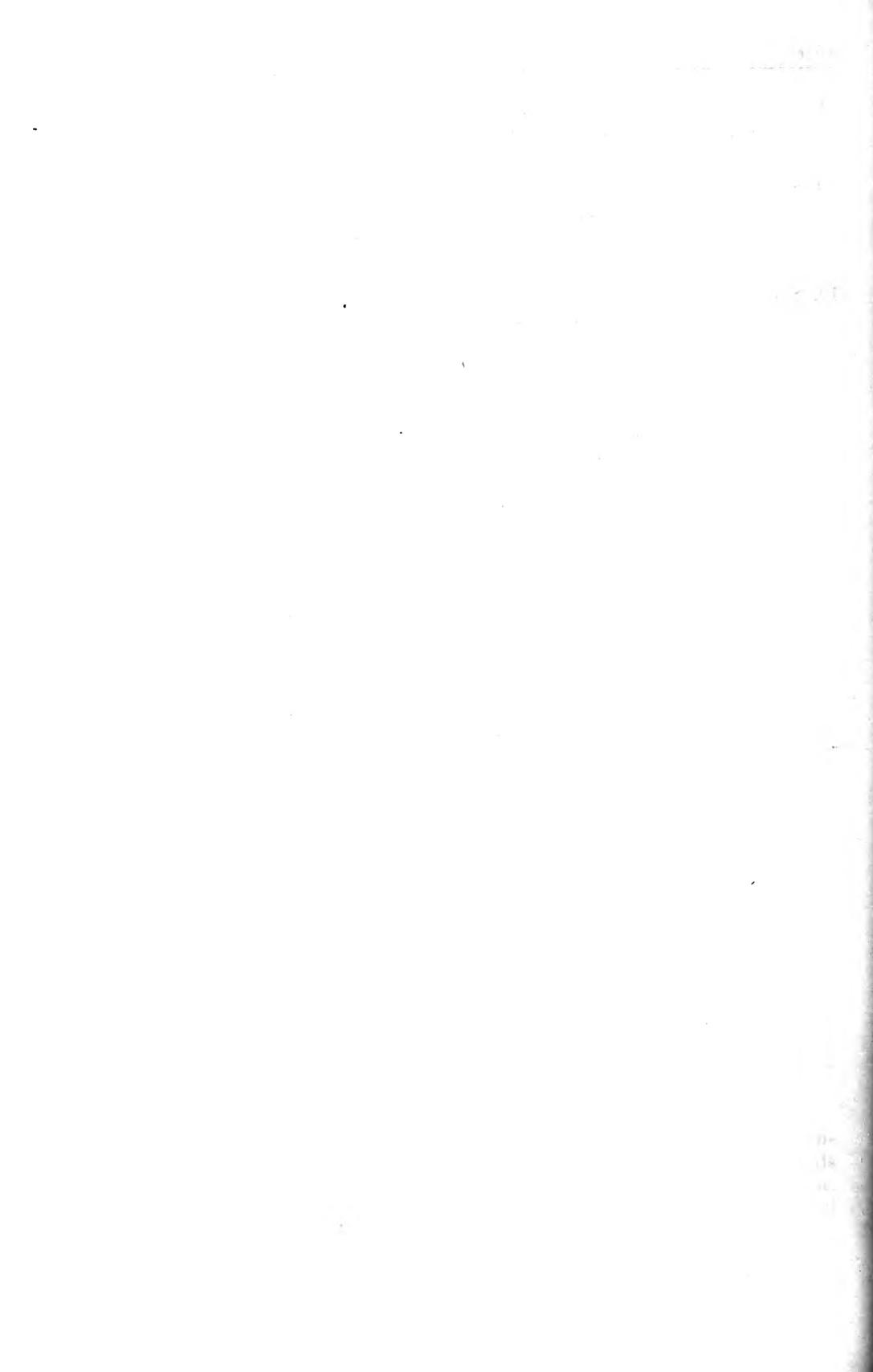
- inside or outside service, and indicating war service, if any. *Mr. Henry*. Presented to the Legislature, March 20th, 1936. *Not Printed*.
- No. 63 Return to an Order of the House, dated March 2nd, 1936, That there be laid before the House a Return showing: 1. How many returned soldiers, dismissed, resigned, or requested to resign from the Ontario Public Service, since July 11th, 1934, have to date been re-employed in the Ontario Public Service. 2. What are the names, position, salary, and date of reappointment in each case. 3. How many returned soldiers, employed in the Ontario Public Service have been dismissed, resigned, or been requested to resign since April 18, 1935. 4. What are the names, position, salary, and date of dismissal in each case. *Mr. Heighington*. Presented to the Legislature, March 23rd, 1936. *Not Printed*.
- No. 64 Return to an Order of the House, dated March 16th, 1936, That there be laid before the House a Return showing: 1. How many, if any, motor cars, trucks, tractors, or motor snow plows have been purchased by the Government since January, 1935. 2. For what Department of the Public Service were these purchased. 3. From whom were they purchased and at what price in each case. 4. When and where were competitive tenders called for and what were the amounts tendered in each case. *Mr. Macaulay*. Presented to the Legislature, March 24th, 1936. *Not Printed*.
- No. 65 Return to an Order of the House, dated March 19th, 1936, That there be laid before the House a Return showing: the number of brands of beer, wines, or spirituous liquors listed for sale in the stores of the Liquor Control Board of Ontario since March 1st, 1935, to date, together with the name of the manufacturer, his agent in Canada or Ontario, his place of business, and the nature and extent of the order placed with him. *Mr. Hill*. Presented to the Legislature, March 25th, 1936. *Not Printed*.
- No. 66 Return to an Order of the House, dated March 23rd, 1936, That there be laid before the House a Return showing: 1. The totals of grants made by the Government for the year 1929 to 1935, inclusive, for the following purposes: (1) Public School Grants; (2) Separate School Grants; (3) High School and Collegiate Grants; (4) Agricultural School Grants; (5) Vocational School Grants; (6) University Grants or other assistance. *Mr. Henry*. Presented to the Legislature, March 26th, 1936. *Not Printed*.
- No. 67 Return to an Order of the House, dated March 20th, 1936, That there be laid before the House a Return showing: 1. What is the present system of purchasing clothing distributed by the Department of Welfare in connection with Relief Administration. 2. Are these purchases made by tender; if so, what tenders have been called during the year 1935; where were they advertised and what were the tenders received. 3. From whom were the purchases made for these supplies, and what were the total purchases in each case. 4. What was the total cost for clothing distributed during the

- year 1935. *Mr. Murphy*. Presented to the Legislature, March 30th, 1936. *Not Printed*.
- No. 68 Return to an Order of the House, dated April 1st, 1936, That there be laid before this House a Return showing: 1. How many Orders-in-Council have been passed since July 15th, 1934, which have put into effect any measure of taxation under regulation or authority of existing statutes or otherwise. 2. What were these Orders-in-Council and upon what dates were they passed. *Mr. Price*. Presented to the Legislature, April 3rd, 1936. *Not Printed*.
- No. 69 Return to an Order of the House dated March 16th, 1936, That there be laid before the House a Return showing: All offers for the sale of power made by (a) Gatineau Power Company; (b) Beauharnois Light, Heat and Power Company; (c) Maclaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development), to the Government and the Hydro-Electric Power Commission. *Mr. Challies*. Presented to the Legislature, April 6th, 1936. *Not Printed*.
- No. 70 Forty-ninth and Fiftieth combined Annual Report of the Niagara Parks Commission, 1934-1935. Presented to the Legislature, April 6th, 1936. *Printed*.
- No. 71 Annual Report of The Milk Control Board of Ontario for the year ending December 31st, 1935, Presented to the Legislature, April 7th, 1936. *Not Printed*.
- No. 72 Return to an Order of the House, dated March 2nd, 1936, That there be laid before the House a Return showing: All correspondence, agreements, documents, relating to the Carpentier-Hixon Lumber Company, Ltd.; Blind River Pine Company, Ltd., in the Department of Lands and Forests or elsewhere. *Mr. Macaulay*. Presented to the Legislature, April 8th, 1936. *Not Printed*.
- No. 73 Statement showing all sums credited to The Highway Improvement Fund and all sums chargeable thereto during the five months' period ending March 31st, 1935. Presented to the Legislature, April 9th, 1936. *Not Printed*.
- No. 74 Return to an Order of the House, dated April 8th, 1936, showing the Expenditures and Revenues on Ordinary and Capital Account for the months July 1st, 1934, to February 1st, 1935. Presented to the Legislature, April 9th, 1936. *Not Printed*.

RETURNS ORDERED BUT NOT BROUGHT DOWN

1. Showing: All persons who have been appointed to positions under any Board or Commission, under the jurisdiction of this Government other than the Hydro-Electric Power Commission, and the Ontario Liquor Control Board, since July 11, 1934, and giving in each case the Board or Commission, name, position, salary, and war service, if any.
2. Showing: All persons who have been dismissed, resigned or requested to resign, from positions under any Board or Commission under the jurisdiction of this Government, other than the Hydro-Electric Power Commission and the Ontario Liquor Control Board since July 11, 1934, and give in each case the Board or Commission, name, position, salary, and war service, if any.
3. Showing: What legal advisors or assistance, other than special Crown Prosecutors, has been engaged by this Government, or any of its boards or commissions since July 11, 1934, giving in each case the names, duties, salary per diem, duration of engagement, and the total amount paid to date to each person or persons and specifying if payment for services completed in each case.
4. Showing: 1. How many incorporated companies are on the records of the Corporations Tax Branch of the Ontario Treasury Department. 2. How many of these companies were in arrears of taxes under The Ontario Corporations Tax Act, as of January 1, 1936. 3. What is the total amount of these arrears. 4. How many persons are employed in the Corporations Tax Branch of the Treasury Department. 5. What are the names, positions, salaries, of each employee in this branch of the service. 6. How many persons were employed in the Ontario Public Service in connection with the administration of The Corporations Tax Act, as of July 11, 1934.
5. Showing: 1. What was the cost of operating the Mental Health Clinics of the Province for the twelve months ended March 31, 1935, as to the following items: (a) Salaries of physicians, social service workers, psychologists, psychometrists, clerks, stenographers, and all other employees; (b) Cost of automobiles and operation thereof, including purchase of gasoline, oil, repairs and general maintenance; (c) Travelling expenses of employees mentioned in Section (a) herein.
6. Showing: 1. To what Institutions, Departments, or branches, of the Government, giving the total amount in each case, did the following sell goods or services, for the periods ending: (a) March 31st, 1935; (b) March 31st, 1936; (1) M. Godfrey & Co.; (2) Dry Goods Specialty Co.; (3) Campbell Heating Co.; (4) Good Humour Food Products Co.
7. Showing: The expenditures and revenues on ordinary and capital account for the period from February, 1935, to February, 1936.

8. Showing: The names, salaries and positions of those on the permanent staff of the Hydro-Electric Power Commission at the present time.
9. Showing: 1. How many employees have been engaged by the Hydro-Electric Power Commission since April 15, 1935. 2. What are the names, position, salary and address in each case.
10. Showing: The names of all Civil Servants who, since July 15, 1934, have received an increase in salary, perquisites, bonuses or grants; stating previous salary and amount of increase in each case.



JOURNALS
OF THE
LEGISLATIVE ASSEMBLY
OF THE
PROVINCE OF ONTARIO

TUESDAY, FEBRUARY 11TH, 1936

PROCLAMATION

H. A. BRUCE

CANADA

PROVINCE OF ONTARIO

EDWARD THE EIGHTH, by the Grace of God, of Great Britain, Ireland and the British Dominions beyond the Seas, KING, defender of the Faith, Emperor of India.

To Our Faithful, the Members elected to serve in the Legislative Assembly of our Province of Ontario, and to every of you—GREETING.

ARTHUR W. ROEBUCK, { **W**HEREAS it is expedient for certain causes
Attorney General. { and considerations to convene the Legisla-
tive Assembly of Our said Province, WE DO WILL that you and each of you
and all others in this behalf interested, on TUESDAY, the Eleventh day of
February now next, at OUR CITY OF TORONTO, personally be and appear
for the DESPATCH OF BUSINESS, to treat, act, do and conclude upon those things
which, in Our Legislature of the Province of Ontario, by the Common Council
of Our said Province, may by the favour of God be ordained. HEREIN FAIL
NOT.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent and the Great Seal of Our Province of Ontario to be hereunto affixed.

WITNESS: THE HONOURABLE HERBERT ALEXANDER BRUCE, a Colonel in Our Royal Army Medical Corps, Fellow of the Royal College of Surgeons of England, etc., LIEUTENANT-GOVERNOR OF OUR PROVINCE OF ONTARIO.

At Our Government House in Our City of Toronto in Our said Province, this twenty-second day of January in the year of Our Lord one thousand nine hundred and thirty-six and in the first year of Our Reign.

BY COMMAND.

C. F. BULMER,
Clerk of the Crown in Chancery.

Tuesday, the Eleventh day of February, 1936, being the first day of the Second Meeting of the Nineteenth Legislature of the Province of Ontario for the Despatch of Business pursuant to a Proclamation of The Honourable Herbert Alexander Bruce, Lieutenant-Governor of the Province.

3 O'CLOCK P.M.

And the House having met,

The Honourable the Lieutenant-Governor of the Province then entered the House and being seated on the Throne, was pleased to open the Session by the following gracious Speech:—

Mr. Speaker and Gentlemen of the Legislative Assembly:

It is my privilege to-day to welcome you to the Second Session of the Nineteenth Legislature of this Province.

As you are aware, my proclamation calling you together on January 21st was revoked, owing to the lamented death the day previously of our gracious and well-beloved Sovereign, King George V. Last May, we celebrated with joy, thanksgiving, and affection, the Twenty-Fifth Anniversary of His Majesty's Accession to the Throne. To-day, we bow our heads in heartfelt sorrow at the passing of one whom the years had taught us to regard more as the kindly father of a large family than the ruler of a great Empire. No words of mine could fittingly express our grief on this occasion, but during the Session you will be given an opportunity more adequately to convey to the Royal Family our profound sorrow in their bereavement, and in the loss we have all sustained. To His Gracious Majesty, King Edward VIII, we tender our loyal devotion and affection, confident that under his reign we shall continue to enjoy the wise and beneficent leadership that characterized his illustrious father.

We desire also to express to our Gracious Sovereign our sympathy in the death of his aunt, the Princess Victoria, and to convey to him our felicitations on the marriage of his brother, the Duke of Gloucester.

While the dark cloud of financial and commercial depression has still been in evidence during the year since last you assembled there have been signs of improvement and in particular we should offer our thanks to Almighty God for the bountiful harvest with which He blessed us during the year which has just closed. Our Province can rejoice with the balance of our Country and with the Mother Country in the fact that we are emerging with renewed confidence from a dark period in the World's history which we have endeavoured to face with fortitude.

During the interval since the last Session, two important functions have taken place in this Chamber. In September you gathered to say farewell to His Excellency, the Earl of Bessborough, on completion of his term of office as Governor-General and also to his gracious Countess, whose residence with us has resulted in very pleasant and affectionate memories. In November the Chamber was the scene of an enthusiastic welcome to Lord and Lady Tweedsmuir on their arrival in Canada to assume the Vice-regal duties. The impression made on the citizens of Ontario on that happy occasion by our new Governor-General augurs well for his success in the high office to which he has been called.

After the close of the Inter-Provincial Conference at Ottawa in December last it became evident that additional revenue must be secured by the Province to meet the greatly increased burden of Unemployment Relief and to balance the Budget. To effect this, it was decided to place on the Statutes an Act providing for a provincial tax on the incomes of individuals, this tax to replace the present municipal levy, and early passage of the measure is necessary for the purpose of facilitating the municipalities in adjusting their annual budgets.

My Ministers have been bending every effort towards a reduction in the cost of government and administration wherever such reduction can be effected without injury to the efficiency of the service. We are happy to note, however, a definite improvement in commerce and industry with a consequent gain in employment, which has already had a considerable effect on the relief rolls. In addition, a substantial increase in the Dominion Government's grant-in-aid will also lessen the load.

My Government deems it advisable at this time to state its policy regarding the funded debt of the Province, which has increased, over a period of years, to such proportions as to become an almost intolerable burden upon the taxpayers.

There is no intention of embarking upon any scheme of forced conversion of the outstanding debentures issued in the name of the Province of Ontario. A rearrangement of the public debt could not be made successfully by one Province alone but would of necessity have to be part of a national refunding scheme.

My Government is determined to honour all outstanding debentures, both as to principal and interest, in the exact terms of the contract and will spare no pains to maintain its credit which is of a very high order, as is evidenced by

the ability to borrow money at the lowest rates of interest in the history of the Province, and further by the fact that nowhere are bonds of the Province of Ontario purchasable except at a handsome premium.

Furthering the interest of Agriculture, the Milk Control Board has materially increased the receipts of farmers who sell whole milk. Marketing promotion in Northern Ontario has brought producers and consumers together to their mutual advantage, while the reopened Demonstration Farm at New Liskeard promises valuable live-stock development in that section of the Province. Plans have been completed for establishing large tubercular-free live-stock areas to improve the health of Ontario cattle.

The Provincial Department of Health has been maintained on a high plane and is doing excellent preventive work in the campaign against disease. Some time ago arrangements were made for radium from the Congo for the treatment of cases of internal cancer. These arrangements have been cancelled and supplies are now obtained from within our own Province at much less cost.

Last Session the Legislature voted \$15,000.00 to the King George V Jubilee Cancer Fund for Canada and it is a matter of pride for us to note that the people of Ontario contributed upwards of \$100,000.00 additional to this most worthy Fund, to assist further research into the cause of Cancer and hasten the day when this dread scourge may be overcome.

The Department of Highways curtailed capital expenditure during the year. Increased traffic and disintegration of the present road surface, however, will entail the early reconstruction of a considerable mileage of our older highways in the more densely populated sections of the Province.

It will be remembered that Legislation was enacted last year for the purpose of terminating certain contracts between the Hydro-Electric Power Commission of Ontario and certain power companies in the Province of Quebec. This was to be brought into force by proclamation of the Lieutenant-Governor in Council. Following prorogation of the Legislature, several conferences were held by my Ministers and the Hydro-Electric Commissioners, with representatives of the power companies affected in the hope of arriving at a reasonable basis for amended contracts. It was impossible, however, to reach a settlement satisfactory to both parties and the Act was finally proclaimed, thus terminating a condition which was seriously affecting the interests of the power users of this Province. The Government will submit certain new proposals to this Legislature for your consideration.

During the fiscal year there were constructed, or under construction, some 542 miles of primary transmission line in the rural power districts of Ontario. This construction was approximately two and one-half times that undertaken in the previous year. Electrical service was given to 3,962 additional consumers. For the coming year, arrangements have been made to construct over 800 miles of rural lines, to serve over 6,000 rural consumers. Rural service charge rates to all rural consumers were revised,—this revision carrying a reduction of 10 per cent. for all hamlet consumers, and a reduction of 20 per cent. for all standard farm consumers.

Several new branches of the Provincial Savings Bank have been opened recently and there has been a very substantial increase in the amount of deposits. The revenues of the Province have been materially increased as a result of increased vigilance in the administration of the Succession Duties Act and the Corporations Tax Act, and it is proposed to introduce some amendments to the taxing statutes, which it is expected will add to their efficiency. The increase in revenue has been accompanied by a reduction in the cost of money borrowed by the Province, with the result that our financial operations during the year have been of a very satisfactory nature.

The Government is pleased to announce that it has been able, at the beginning of the present calendar year, to restore to the members of the Civil Service a portion of the salary reduction which has been in effect for some years. This has been rendered possible by the improvement in the Province's finances and the fact that the duties of four hundred employees who have left the service during the past eighteen months have been assumed by the remainder of the staff.

Ontario's great mining industry continues to make satisfactory progress. In gold mining, nine new treatment plants came into production during the year, bringing the total to forty-five. The tonnage of ore milled, the ounces of gold recovered, the dividends paid, and the number of employees, show an increase over any previous year. Remarkable advance was made during the year in the nickel-copper industry. The tonnage of ore treated, the production of nickel, copper and platinum, the ore reserves, and the labour employed, were the greatest in the history of the Province which now supplies over 80 per cent. of the world's nickel. Appreciating the importance to the mining industry of stabilized taxation, the Government will not make any changes in the mines' profit tax, or any other form of mining taxation. Indications are that the year 1936 will surpass the year 1935 in all branches of the industry.

The Department of Labour has made marked progress in stabilizing wages and hours of industry, to the advantage of both employer and employee.

The freight and passenger business of the Provincially-owned Temiskaming and Northern Ontario Railway continues to improve. The revenues of the road have correspondingly increased, and the result has been an appreciable reduction in the railway's capital indebtedness.

Gratifying progress has been made in the classification, segregation and training of persons committed to the reformative Institutions, and in providing the necessary plant and equipment.

Active encouragement to lumber operators has resulted in the employment of some thousands of men who would otherwise have been on relief, and every effort is being put forward to renew prosperity in the newsprint industry. Legislation will be submitted, safeguarding still further the interests of the public in our forest wealth, and aiming at stability and permanence in the forest products industries.

In conformity with the legislation of last Session changing the fiscal year of the Province, the Public Accounts, which Honourable members have received,

cover the five-month period ending on March 31st last, while the Estimates will be presented for the fiscal year immediately ahead.

In addition to the measures already mentioned, legislation will be submitted to you to provide a more equitable distribution of taxes levied for educational purposes and to improve the organization of the rural schools of the Province; respecting municipal taxation of income of corporations; to amend the Gasoline Tax Act, the Game and Fisheries Act, the Minimum Wage Act, the Apprenticeship Act, and the Municipal Act; to regulate fumigation; and for various other purposes.

In conclusion, I commend the work of this Assembly to your earnest consideration and trust that under the guidance of Divine Providence your labours will further advance the public welfare.

The Honourable the Lieutenant-Governor was then pleased to retire.

Prayers.

Mr. Speaker then reported,

That, to prevent mistakes, he had obtained a copy of His Honour's Speech, which he read.

On motion of Mr. Nixon (Brant), seconded by Mr. Henry,

Resolved, That an humble address be presented to His Most Gracious Majesty, the King, expressing the sincere sympathy of this House on the death of His Late Gracious Majesty, King George the Fifth, and also conveying to His Majesty the congratulations of the House on his accession to the Throne of His Ancestors and to those ends, that the following Address be adopted:—

TO THE KING'S MOST EXCELLENT MAJESTY.

MOST GRACIOUS SOVEREIGN:—

We, Your Majesty's most loyal and devoted subjects, the Legislative Assembly of the Province of Ontario, in Parliament assembled, beg leave to approach Your Majesty for the purpose of expressing the deep sorrow felt by the Members of this House and by the people of the Province of Ontario at the bereavement sustained by You and by them in the death of His Late Majesty, King George the Fifth of blessed memory, and to express to You, to the Queen Mother and to the other members of the Royal Family, our most sincere condolences on the great loss which has been sustained not only by You, but by Your subjects throughout the British Empire.

Through the death of our beloved Sovereign we are conscious, not only of the realization of the loss of a good King, but also of a feeling of personal bereavement which has probably never been equalled on such an occasion. Your Gracious Father's kindness of heart, His sincere humanity, His personal interest in the well-being of His subjects in all parts of the Empire created in their hearts a feeling of love and devotion to His Person transcending even their loyalty to the Crown. His memory will ever be kept green in the hearts of His people.

His Late Majesty's reign extended over one of the most troubled periods in the history of the World, a period during which the British Empire was called upon to play a difficult and most important part in World affairs and it is our pride to realize that the success of the Empire's efforts was, in no small part, due to the wise and sympathetic leadership of Him whose loss we mourn. His duties of Kingship imposed on Him a most onerous burden of responsibilities which He faced with unflinching devotion to duty and which in the end took their toll of His health.

While we realize that it is yet difficult for Your Majesty to turn Your thoughts from Your great sorrow, we trust you will bear with us as we convey to You the joy which is felt in this Province upon Your accession to the Throne. Your many visits to us in past years have endeared You to us in a very personal sense. Permit us to assure You of the devotion and loyalty of the people of Ontario to Your Person and to the Crown, and to express the fervent hope that Your Majesty's reign will continue for many peaceful and prosperous years.

We feel that in You the Empire has a worthy successor to the beloved King, Your Gracious Father, and that You may be trusted to bend your efforts to a continuance of the wise policies which marked His Rule.

On motion of Mr. Nixon (Brant), seconded by Mr. Roebuck,

Ordered, That the Clerk be authorized to have the Address suitably engrossed and forwarded to His Majesty through the proper channels.

The following Petitions were severally brought up and laid upon the Table:—

By Mr. Blakelock, the Petition of Alfred Pehlke, Esq.

By Mr. Patterson, the Petition of the Municipal Corporation of the Town of Meaford.

By Mr. Kirby, the Petition of the Municipal Corporation of the City of Toronto.

By Mr. Strachan, the Petition of the Ontario Hairdressers' and Barbers' Association; also, the Petition of the Trust and Guarantee Company, Limited.

By Mr. Acres, the Petition of the Incorporated Synod of the Diocese of Ottawa; also, the Petition of the Municipal Corporation of the Township of Nepean.

By Mr. Houck, the Petition of the Niagara Falls Building, Savings and Loan Association.

By Mr. Belanger, the Petition of the Association of Accountants and Auditors in Ontario.

By Mr. Gardhouse, the Petition of the Municipal Corporation of the Township of York; also, the Petition of the Association of Registered Hairdressers and Barbers of Ontario.

By Mr. Clark, the Petition of the Association of Professional Engineers.

By Mr. Hunter, the Petition of the Incorporated Synod of the Diocese of Toronto; also, the Petition of the Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto.

By Mr. Fulford, the Petition of the Municipal Corporation of the Front of Leeds and Lansdowne.

On motion of Mr. Nixon (Brant), seconded by Mr. Roebuck,

Ordered, That the Speech of The Honourable, the Lieutenant-Governor be taken into consideration on Thursday next.

On motion of Mr. Nixon (Brant), seconded by Mr. Roebuck,

Ordered, That Select Standing Committees of this House, for the present Session, be appointed for the following purposes: 1. On Privileges and Elections; 2. On Railways; 3. On Miscellaneous Private Bills; 4. On Standing Orders; 5. On Public Accounts; 6. On Printing; 7. On Municipal Law; 8. On Legal Bills; 9. On Agriculture and Colonization; 10. On Fish and Game; 11. On Labour.

Which said Committees shall severally be empowered to examine and enquire into all such matters and things as shall be referred to them by the House, and to report from time to time their observations and opinions thereon, with power to send for persons, papers and records.

The following Bill was introduced and read the first time:—

Bill (No. 51), intituled "An Act to authorize the Levying of a Tax upon certain Incomes." *Mr. Leduc*.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report relating to The Ontario Historical Society for year 1934-1935. (*Sessional Papers No. 38.*)

Also, Orders-in-Council made pursuant to The Ontario Insurance Act and The Guarantee Companies Securities Act, Department of Insurance. (*Sessional Papers No. 39.*)

Also, Fifteenth Annual Report of the Public Service Superannuation Board, Ontario, for year ending October 31st, 1935. (*Sessional Papers No. 36.*)

Also, Report of the Distribution of Sessional Statutes, December 31st, 1935. (*Sessional Papers No. 30.*)

Also, Report of the Board of Governors of the University of Toronto, for year ending June 30th, 1935. (*Sessional Papers No. 12.*)

Also, Annual Report of the Civil Service Commissioner of Ontario for year ending October 31st, 1935. (*Sessional Papers No 37.*)

Also, Report of the Department of Northern Development on operations under The Northern Development Act and The Colonization Roads Act for the five months period ending March 31st, 1935. (*Sessional Papers No. 43.*)

Also, Return to an Order, dated April 2nd, 1935, that there be laid before the House a Return showing: 1. Copies of returns made by the following holders of Fur Buyer Licenses for the calendar year of 1933 and 1934 (separately) showing the number of skins purchased of each kind of fur:—D. M. Stewart, Missanabie; Hudson Bay Company, Missanabie; A. V. J. Selkirk, Franz; Spadoni Brothers, Franz; J. I. Glick, Sudbury; M. Hart, North Bay; J. Robert, Foleyet; Christoff, Oba; William McLeod, Chapeau. (*Sessional Papers No. 41.*)

Also, Return to an Order, dated April 2nd, 1935, that there be laid before the House a Return showing: 1. The names of all Civil Servants of the Department of Game and Fisheries who were notified of dismissal, with addresses, and salaries they received during the calendar year of 1934. 2. Give date of dismissal in each case. 3. List of names of all Civil Servants of the Department of Game and Fisheries who were notified of their dismissal and were re-engaged giving date of re-engagement, during the calendar year of 1934, with duties and salaries. 4. Names of all Civil Servants that have been added to the Department of Game and Fisheries during the calendar year of 1934, with addresses, duties and salaries and date of appointment. 5. Names of all Civil Servants of the Department of Game and Fisheries who resigned or were dismissed during the calendar year of 1934, stating duties and salaries and whether their resignation was requested and, if so, by whom. (*Sessional Papers No. 45.*)

Also, Return to an Order, dated April 18th, 1935, that there be laid before the House a Return showing a list of all ex-Civil Servants, that will receive Superannuation under the Revised Public Service Act, giving names, addresses, and former salaries prior to July 11, 1934. (*Sessional Papers No. 46.*)

Also, Return to an Order, dated April 18th, 1935, that there be laid before the House a Return showing: 1. How many returned soldiers have been dismissed or requested to resign since this Government took office on July 11th, 1934. 2. On whose recommendation were they dismissed or requested to resign. 3. How many of those who left the public service of Ontario have to date been reinstated. (*Sessional Papers No. 47.*)

Also, Regulations and Orders-in-Council made under the authority of The Department of Education Act or of the Acts relating to Public Schools, Separate Schools or High Schools. (*Sessional Papers No. 40.*)

The House then adjourned at 4.40 p.m.

WEDNESDAY, FEBRUARY 12TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petitions were read and received:—

Of Alfred Pehlke, Esq., praying that an Act may pass authorizing the Petitioner to carry on practice as a Drugless Practitioner in the Province of Ontario.

Of the Municipal Corporation of the Town of Meaford, praying that an Act may pass to validate all sales of land for taxes by the Town prior to the 31st day of December, 1934.

Of the Municipal Corporation of the City of Toronto, praying that an Act may pass authorizing the Petitioner to fix a standard for buildings for human habitation, to establish building lines and for other purposes.

Of the Incorporated Synod of the Diocese of Ottawa, praying that an Act may pass authorizing the Petitioners to vary the form of a certain Trust and to sell certain lands in the Town of Cornwall.

Of the Niagara Falls Building, Savings and Loan Association, praying that an Act may pass constituting the Association as the Niagara Falls Loan and Savings Company.

Of the Municipal Corporation of the Township of Nepean, praying that an Act may pass authorizing the Township to exempt all new houses erected in the Municipality from taxes for a period of five years, validating tax sales and for other purposes.

Of the Trust and Guarantee Company Limited, praying that an Act may pass authorizing a variation in the Trust Settlement of the late Peter Birtwistle

of the City of London and affecting the Corporation of the Borough of Colne, England.

Of the Association of Accountants and Auditors in Ontario, praying that an Act may pass authorizing a change in the name of the Association and setting a standard for its members.

Of the Municipal Corporation of the Township of York, praying that an Act may pass authorizing partial exemption from taxation of additions to new dwelling houses and for other purposes.

Of the Ontario Hairdressers' and Barbers' Association, praying that an Act may pass restricting the occupation of barbering to persons authorized to do so by a Board to be established.

Of the Association of Professional Engineers, praying that an Act may pass restricting the classes of men who may practice as professional engineers and for other purposes.

Of the Incorporated Synod of the Diocese of Toronto, praying that an Act may pass authorizing the Petitioners to borrow moneys on the security of the real property owned by the Synod.

Of the Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto, praying that an Act may pass vesting the property of the Petitioners in the Incorporated Synod of the Diocese of Toronto.

Of the Association of Registered Hairdressers and Barbers of Ontario, praying that an Act may pass establishing regulations for the carrying on of the businesses of Hairdressing or Barbering in the Province of Ontario.

Of the Municipal Corporation of the Front of Leeds and Lansdowne, praying that an Act may pass exempting from all taxation for a period of ten years a bridge over the St. Lawrence River to be known as the Thousand Islands Bridge.

Before the Orders of the Day were called, Mr. Heighington asked Mr. Speaker to reconsider his decision of Tuesday the Eleventh instant when he allowed the First Reading of Bill (No. 51), "An Act to authorize the Levying of a Tax upon certain Incomes" without the customary two days' notice and without having first had submitted to the House a resolution approving the subject matter of the Bill.

Mr. Speaker ruled that he could not revoke his previous decision on which the House had taken action, and advised the House that his decision in question had been given after serious consideration and had been based on reasons which he would place before the House in writing at a later date.

On motion of Mr. Nixon, seconded by Mr. Roebuck,

Ordered, That this House do forthwith resolve itself into a Committee to consider a certain proposed Resolution respecting the authorization of the levying of a tax upon certain incomes.

Mr. Nixon acquainted the House that His Honour the Lieutenant-Governor having been informed of the subject matter of the proposed Resolution, recommends it to the consideration of the House.

The House then resolved itself into the Committee.

(In the Committee)

Resolved, There shall be assessed, levied and paid upon the income during the preceding year of every person (a) residing or ordinarily resident in Ontario during such year; or (b) who sojourns in Ontario for a period or periods amounting to one hundred and eighty-three days during such year; or (c) who is employed in Ontario during such year; or (d) who not being resident in Ontario, is carrying on business in Ontario during such year; or (e) who, not being resident in Ontario derives income for services rendered in Ontario during such year, otherwise than in the course of regular or continuous employment, for any person resident or carrying on business in Ontario; (f) who, before his appointment was a resident of Ontario and is now or hereafter becomes a Minister, High Commissioner, officer, servant or employee of the Government of Canada, or an agent general for any of the provinces of Canada, or any officer, servant or employee thereof, resident outside of Canada, except upon income arising from his official position, a tax at the rates set forth in the First Schedule of an Act (No. 51) intituled, "An Act to authorize the Levying of a Tax upon certain Incomes," upon the amount of income in excess of the exemptions provided in this Act.

Mr. Speaker resumed the Chair, and Mr. Newman reported, That the Committee had come to a certain Resolution.

Mr. Nixon moved that the Report of the Committee be adopted.

Mr. Henry moved in amendment, seconded by Mr. Price,

That this resolution be not now concurred in, but be referred back to Committee of the Whole for the Government to lay before the Committee such data and information as will provide reasons why the Government finds it necessary to increase taxation, instead of decreasing it as they had promised.

And the Amendment having been put it was lost on the following Division:—

YEAS

Acres	Ellis	Lancaster
Baird	Heighington	Macaulay
Black	Henry	Murphy
Challies	Hill	Nesbitt
Craig	Kidd	Price—16.
Elgie		

NAYS

Allen	Fulford	Nixon
Anderson	Gardhouse	(Brant)
Armstrong	Glass	Nixon
Asmussen	Guthrie	(Temiskaming)
Avery	Habel	Oliver
Ballantyne	Heenan	Patterson
Blakelock	Houck	Roberts
Bowerman	Hunter	Robertson
Bradley	Kelly	Roebuck
Brownridge	Lapierre	Rowlandson
Carr	Lawrence	Sangster
Colter	Leduc	Schwenger
Cox	Marceau	Simpson
Crawford	Miller	Sinclair
Croll	Murray	(Bruce)
Croome	Macfie	Smith
DesRosiers	McQuesten	Tanner
Dewan	McQuibban	Trottier
Duncan	McVicar	Wigle—56.
Freeborn	Newman	

And it was,

Ordered, That the Report be now received.

Resolved, There shall be assessed, levied and paid upon the income during the preceding year of every person (a) residing or ordinarily resident in Ontario during such year; or (b) who sojourns in Ontario for a period or periods amounting to one hundred and eighty-three days during such year; or (c) who is employed in Ontario during such year; or (d) who not being resident in Ontario, is carrying on business in Ontario during such year; or (e) who, not being resident in Ontario, derives income for services rendered in Ontario during such year, otherwise than in the course of regular or continuous employment, for any person resident or carrying on business in Ontario; (f) who, before his appointment was a resident of Ontario and is now or hereafter becomes a Minister, High Commissioner, officer, servant or employee of the Government of Canada, or an agent general for any of the provinces of Canada, or any officer, servant or employee thereof, resident outside of Canada, except upon income arising from his official position, a tax at the rates set forth in the First Schedule of an Act (No. 51) intituled, "An Act to authorize the Levying of a Tax upon certain Incomes," upon the amount of income in excess of the exemptions provided in this Act.

The Resolution having been read the second time was agreed to and referred to the House on Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes.

The Order of the Day for the second reading of Bill (No. 51), An Act to

authorize the Levying of a Tax upon certain Incomes, having been read, and a Debate having arisen it was on the motion of Mr. Henry,

Ordered, That the Debate be adjourned.

The House then adjourned at 5.20 p.m.

THURSDAY, FEBRUARY 13TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petitions were severally brought up and laid upon the Table:—

By Mr. Schwenger, the Petition of the Grand Council of the Canadian Order of Chosen Friends.

By Mr. Cox, the Petition of the Corporation of the Municipality of Shuniah.

By Mr. Avery, the Petition of the Municipal Corporation of the City of St. Catharines.

By Mr. Gordon, the Petition of the Corporation of the County of Kent.

By Mr. Hunter, the Petition of the Incorporated Synod of the Diocese of Toronto.

On motion by Mr. Nixon, seconded by Mr. Roebuck,

Ordered, That a Select Committee of nine Members be appointed to prepare and report with all convenient speed a list of the Members to compose the Select Standing Committees ordered by this House, to be composed as follows:—

Messrs. Nixon (Brant), *Cox*, *Freeborn*, *Fulford*, *Hill*, *Kirby*, *Macaulay*, *Oliver* and *Strachan*.

The quorum of the said Committee to consist of three Members.

On motion of Mr. Nixon, seconded by Mr. Roebuck,

Ordered, That a Select Committee be appointed to act with Mr. Speaker in the control and management of the Library, to be composed as follows:—

Messrs. Bragg (Chairman), *Armstrong, Baird, Belanger, King, Lancaster, Lawrence, Leduc* and *Robertson*.

On motion of Mr. Nixon, seconded by Mr. Roebuck,

Ordered, That a Select Committee be appointed to direct the expenditure of any sum set apart by the Estimates for Art Purposes, to be composed as follows:—

Messrs. Fulford (Chairman), *Heighington, Hunter, Kidd, Newman, Nixon* (Brant), *Oliver, Patterson* and *Tanner*.

The Order of the Day for the Consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session having been read,

Mr. Gordon moved, seconded by Mr. Marceau,

That an humble Address be presented to The Honourable the Lieutenant-Governor as follows:—

To The Honourable Herbert Alexander Bruce,
a Colonel in the Royal Army Medical Corps, F.R.C.S. (Eng.),
Lieutenant-Governor of the Province of Ontario.

We, His Majesty's most dutiful and loyal subjects, the Legislative Assembly of the Province of Ontario, now assembled, beg leave to thank Your Honour for the gracious speech Your Honour has addressed to us.

And a Debate having ensued, it was, on the motion of Mr. Henry,

Ordered, That the Debate be adjourned until Tuesday next.

The Order of the Day for resuming the Adjourned Debate on the Motion for the Second Reading of Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, having been read,

And the Debate having been continued, after some time, it was on the motion of Mr. Glass,

Ordered, That the Debate be adjourned.

Mr. Nixon presented to the House, by command of The Honourable the Lieutenant-Governor:—

Public Accounts of the Province of Ontario for the five months ending March 31st, 1935. (*Sessional Papers No. 1.*)

Ordered, That the Public Accounts of the Province be referred to the Standing Committee on Public Accounts.

The House then adjourned at 6.01 p.m.

FRIDAY, FEBRUARY 14TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petitions were read and received:—

Of the Grand Council of the Canadian Order of Chosen Friends, praying that an Act may pass authorizing the Petitioners to grant a rebate of ten per cent. on premiums on insurance to members who have attained the age of seventy years.

Of the Corporation of the Municipality of Shuniah, praying that an Act may pass withdrawing certain Islands from the Municipality, altering the time of the Municipality's financial year and for other purposes.

Of the Corporation of the City of St. Catharines, praying that an Act may pass to validate a debenture by-law of \$150,000.00 and to validate tax sales.

Of the Corporation of the County of Kent, praying that an Act may pass validating the equalization of assessment of the Municipalities in the County as set for the last twenty years and for the year 1936.

Of the Incorporated Synod of the Diocese of Toronto, praying that an Act may pass authorizing the holders of funds, securities and other assets to convey the same to the Petitioners.

The following Bill was introduced and read the first time:—

Bill (No. 53), intituled, "An Act to amend The Municipal Act." *Mr. Croll.*

Ordered, That the Bill be read a second time on Monday next.

The Order of the Day for resuming the Adjourned Debate on the Motion for the Second Reading of Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, having been read,

And the Debate having been continued, after some time, it was on the motion of Mr. Glass,

Ordered, That the Debate be adjourned.

The House then adjourned at 4.30 p.m.

MONDAY, FEBRUARY 17TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the Table:—

By Mr. Kirby, the Petition of the Municipal Corporation of the Village of Forest Hill.

Mr. Cox from the Select Committee appointed to strike the Standing Committees of the House presented their First Report which was read, as follows, and adopted:—

Your Committee recommends that the Standing Committee on Standing Orders be composed as follows:—

The Honourable Mr. Hepburn, Messrs. Allen, Baker, Belanger, Black, Bragg, Brownridge, Campbell, Carr, Craig, Crawford, Duckworth, Elgie, Gardhouse, Glass, Guthrie, Habel, Henry, Hill, Houck, Kirby, Lancaster, Lapierre, Lawrence, Leduc, Macaulay, Miller, Murray, MacFie, McQuibban, McVicar, Newman, Nixon (Brant), Nixon (Temiskaming), Patterson, Robertson, Sangster, Schwenger, Sinclair (Bruce), Smith and Tanner—41.

The Quorum of the said Committee to consist of seven Members.

On motion of Mr. Nixon (Brant), seconded by Mr. Simpson,

Ordered, That the name of Wilfrid Heighington be added to the Committee appointed to act with Mr. Speaker in the control and management of the library.

The following Bill was introduced and read the first time:—

Bill (No. 54), intituled, "An Act to reimburse Municipalities in respect to Income Tax." *Mr. Croll.*

Ordered, That the Bill be read a second time To-morrow.

The Order of the Day for resuming the Adjourned Debate on the Motion for a Second Reading of Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, having been read,

The Debate continued,

And in the course of the debate Mr. Baird (High Park) made the statement that certain lawyer members of the Assembly had withdrawn from the law firms they were formerly connected with in order that their former partners could secure Government business. He instanced particularly Windsor and Toronto as the scenes of such action and stated that the former partner of the Attorney-General had been one of the lawyers to benefit.

The Honourable the Attorney-General took exception to the statement made by the member for High Park and declared that, so far as he knew, his former partner had not received one dollar from the Government.

Mr. Baird withdrew his statement and in the course of discussion charged that the Minister of Welfare was aware that his former partners had secured Government business.

Mr. Croll demanded that the statement be either substantiated or withdrawn and was supported by Mr. Speaker who asked that the Member for High Park withdraw the statement made by him. Mr. Baird deferred to Mr. Speaker's ruling and agreed to withdraw his statement.

The Debate was resumed, and after some time, it was on the motion of Mr. Dewan,

Ordered, That the Debate be adjourned.

The House then adjourned at 11.10 p.m.

TUESDAY, FEBRUARY 18TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the Table:—

By Mr. Strachan, the Petition of the Mercantile Fire Insurance Company.

The following Petition was read and received:—

Of the Municipal Corporation of the Village of Forest Hill, praying that an Act may pass extending to the petitioning Corporation the powers conferred on Municipalities by the Power Commission Act, to authorize the sales of land for taxes and for other purposes.

Mr. Bragg, from the Standing Committee on Standing Orders presented their First Report which was read as follows and adopted:—

Your Committee has carefully examined the following Petitions and finds the Notices as published in each case sufficient.

Of the Corporation of the Town of Meaford, praying that an Act may pass to validate all sales of land for taxes by the Town prior to the 31st day of December, 1934.

Of the Grand Council of the Canadian Order of Chosen Friends, praying that an Act may pass authorizing the Petitioners to grant a rebate of ten per cent. on premiums on insurance to members who have attained the age of seventy years.

Of the Corporation of the City of Toronto, praying that an Act may pass authorizing the Petitioner to fix a standard for buildings for human habitation, to establish building lines and for other purposes.

Of the Incorporated Synod of the Diocese of Ottawa, praying that an Act may pass authorizing the Petitioners to vary the form of a certain Trust and to sell certain lands in the Town of Cornwall.

Of the Niagara Falls Building, Savings and Loan Association, praying that an Act may pass constituting the Association as the Niagara Falls Loan and Savings Company.

Of the Corporation of the Township of Nepean, praying that an Act may pass authorizing the Township to exempt all new houses erected in the Muni-

pality from taxes for a period of five years, validating tax sales and for other purposes.

Of the Incorporated Synod of the Diocese of Toronto, praying that an Act may pass authorizing the Petitioners to borrow moneys on the security of the real property owned by the Synod.

Of the Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto, praying that an Act may pass vesting the property of the Petitioners in the Incorporated Synod of the Diocese of Toronto.

The following Bills were severally introduced and read the first time:—

Bill (No. 2), intituled "An Act respecting the Town of Meaford." *Mr. Patterson.*

Referred to the Committee on Private Bills.

Bill (No. 3), intituled "An Act respecting the Grand Council of the Canadian Order of Chosen Friends." *Mr. Schwenger.*

Referred to the Committee on Private Bills.

Bill (No. 6), intituled "An Act respecting The Incorporated Synod of the Diocese of Ottawa." *Mr. Acres.*

Referred to the Commissioners of Estate Bills.

Bill (No. 4), intituled "An Act respecting the City of Toronto." *Mr. Kirby.*

Referred to the Committee on Private Bills.

Bill (No. 55), intituled "An Act to amend The Ontario Municipal Board Act." *Mr. Ellis.*

Ordered, That the Bill be read a second time tomorrow.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of Mr. Macaulay,

Ordered, That the Debate be further adjourned until Thursday next.

The House then adjourned at 9.32 p.m.

WEDNESDAY, FEBRUARY 19TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was read and received:—

Of the Mercantile Fire Insurance Company, praying than an Act may pass enlarging the scope of operations of the Company.

Before the Orders of the Day, Mr. Speaker addressed the House as follows:—

“On Wednesday last, the 12th Instant, the Member for the Riding of St. David requested me to reconsider my decision of Tuesday, the 11th Instant, when I allowed the first reading of Bill (No. 51), “An Act to Authorize the Levying of a Tax upon certain Incomes,” without the customary two days’ notice and without having first had submitted to the House a resolution approving the subject matter of the Bill. At that time I stated that I would present to the House in writing at an early date the reasons which influenced me in making the decision referred to and this I am now prepared to do.

“Dealing first with the introduction of the Bill without the customary two days’ notice, may I point out to the House that while Rule 36 requires that two days’ notice shall be given of intention to introduce a Bill, Rule No. 54 provides that

‘On urgent or extraordinary occasions a Bill may be read twice or thrice, or advanced two or more stages in one day.’

“It has also been the acknowledged right of the Government in British Parliaments for a length of time which greatly antecedes the creation of this Legislature, to introduce one Bill on the opening day of the Session and this practice has been followed in this Legislature during its entire life. Naturally a Bill introduced on the first day of the Session cannot be the subject of two days’ notice.

“While it is customary on opening day to introduce a Bill which is merely a gesture and which does not go beyond its first reading there is nothing that I know of to prevent the Government introducing any Bill on that occasion. In fact this has happened in the past on several occasions and on January 25th, 1910, at the opening of the Session the usual *pro forma* Bill was omitted and thirty-three Government Bills were introduced without previous notice.

“I was therefore prepared to Rule that the Government was in good order in introducing any one Bill on the opening day of the Session without previous notice.

“Regarding the second point raised, namely, that the resolution carrying the principle of the Bill should have been presented for the consideration of the House before the Bill was introduced, I have given this objection careful study and am of the opinion that it is not well founded. I base my opinion on several factors.

‘Sections 54 and 90 of the British North America Act, 1867, provide that “‘the House shall not adopt or pass any Vote, Resolution, Address or Bill for the appropriation of any part of the Public Revenue, or any Tax or Impost that has not been first recommended by a message of the Lieutenant-Governor in the Session in which such Vote, Resolution, Address or Bill is proposed’.”

“I would call your attention to the fact that the section quoted provides that the House shall not *adopt* or *pass* any Bill without the recommendation of the Lieutenant-Governor. It does not say the House must not *introduce* such a measure without the recommendation.

“The principle of a Bill is *adopted* on its second reading and it is not passed until it has received third reading.

“I am therefore of the opinion that it is quite in order to introduce and give first reading to a taxing or appropriation Bill previous to consideration of the supporting resolution and previous to the recommendation of the Honourable the Lieutenant-Governor being conveyed to the House.

“In this connection I may say that the recommendation of the Lieutenant-Governor of the principle contained in Bill No. 51 was in the hands of the Clerk of the House before the motion for the introduction of the Bill was made.

“I am aware of the fact that Section 66 of the Legislative Assembly Act adds the word ‘originate’ to the Section of the British North America Act I have quoted but I would point out that proceedings in this House are governed in the first instance by our Rules of Procedure as printed in our book of Rules and secondly (Rule 1, clause B. 1) by the Usages and Precedents of this Legislature.

“In our Book of Rules as originally adopted and as again approved as revised on March 26th, 1929, Rule 106 adopts the Section of the British North America Act quoted above as the procedure on Money Bills of all kinds and I am therefore of the opinion that the Section in question is the one which governs us in such cases.

“It is quite apparent that my ruling on this point is in accord with the procedure followed in this House practically throughout its existence. A search of the records of the House for a period of thirty years preceding the present shows that out of 254 Money Bills introduced during that period only 12 were preceded by the supporting resolution.

“I would point out also that it is, and has been for many years, the practice in this House, on passing a money resolution, to refer it by number to the Bill

which carries its principle and this could not be done unless the Bill had been first introduced and given its number.

“Upon learning that the Government intended introducing the Bill in question on the opening day of the Session, I took the matter under advisement, consulted proper authorities and precedents and as a result am of the opinion that the introduction of the Bill on opening day was quite in order and that the method of dealing with Money Bills which has been practised in this House, as outlined above, for many years is the proper procedure on such Bills.”

The Order of the Day for resuming the Adjourned Debate on the Motion for the Second Reading of Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, having been read,

The Debate continued and after some time Mr. Ellis moved, seconded by Mr. Heighington,

That this Bill be not now given its second reading but stand for further discussion until a future day when the Provincial Treasurer can place before this House such information and data as will accurately define the present financial position of the Province necessitating new taxation.

Mr. Speaker informed the House that in his opinion the amendment submitted was out of order and that, it being six o'clock, he would give the matter consideration during the dinner recess and would give his ruling when the House resumed at eight o'clock.

When the House resumed at eight o'clock, Mr. Speaker delivered his ruling as follows:—

“During the interval since six o'clock, I have considered the amendment to the motion for the second reading of the Bill No. 51 now before the House which was submitted by the Member from Ottawa South.

“I may say to the House that the rulings of the Speakers of the Legislature from Confederation to the present time have been compiled and indexed and I have been giving them some study. When the amendment was submitted to me, I had in mind several rulings dealing adversely with suggested amendments which I felt were comparable to the one under consideration, and in fact there are a number of rulings which so deal with such amendments in the manner which I have suggested.

“After giving the matter careful consideration, however, and with a desire to avoid any appearance of arbitrary interference with the actions of the Members, I am of the opinion that a motion to postpone the second reading of a Bill until a future date is in order provided that the amending motion is definite in the term of the postponement asked for.

“May's Parliamentary Practice (13th Edition, Page 390) says: 'The ordinary practice is to move an amendment to the question by leaving out the word 'now' and adding the words 'three months' or 'six months' or any other term

beyond the probable duration of the Session. . . . The same form of amendment is adopted where it is desired to postpone the second reading for any shorter time.'

"On Page 391, May says: 'Nor may such an amendment attach conditions to the second reading of the Bill'.

"I think this clearly indicates that an amendment seeking to defer the second reading of the Bill must set a specific period of postponement, such as 'This day three weeks' or similar definite period.

"I therefore am of the opinion that the amendment presented by the Member for Ottawa South is out of order as being too indefinite, in not setting a definite date to which it is desired to postpone the second reading, and also because it proposes to attach conditions to the second reading of the Bill in question."

Mr. Heighington then moved, seconded by Mr. Ellis,

That this House do now adjourn as the Honourable the Speaker doth deny the privileges of the Assembly.

The Motion having been put was declared in the negative.

Mr. Ellis moved, seconded by Mr. Heighington,

That this Bill be not now given its second reading but be postponed for a period of three months unless in the meantime the Provincial Treasurer places before this House such information and data as will accurately define the present financial position of the Province necessitating such new taxation.

The Motion having been put was lost on the following Division:—

YEAS

Acres	Elgie	Kidd
Baird	Ellis	Lancaster
Black	Heighington	Murphy
Challies	Henry	Nesbitt
Craig	Hill	Price—15.

NAYS

Allen	Ballantyne	Campbell
Anderson	Blakelock	Carr
Asmussen	Bowerman	Clark
Avery	Bradley	Crawford
Baker	Brownridge	Croll

NAYS—Continued

Croome	Lawrence	Roberts
Des Rosiers	Leduc	Robertson
Dickson	Marceau	Roebuck
Duncan	Miller	Sangster
Faulkner	Murray	Simpson
Gardhouse	Macfie	Sinclair
Glass	McQuesten	(Bruce)
Guthrie	McQuibban	Smith
Habel	Newman	Strachan
Hepburn	Nixon	Tanner
Hunter	(Brant)	Trottier
Kelly	Nixon	Wigle—52.
Kirby	(Temiskaming)	
Lapierre	Patterson	

Mr. Leduc moved, seconded by Mr. Croll, that the previous question be now put which was carried on the following Division:—

YEAS

Allen	Duncan	Newman
Anderson	Faulkner	Nixon
Asmussen	Gardhouse	(Brant)
Avery	Glass	Nixon
Baker	Guthrie	(Temiskaming)
Ballantyne	Habel	Patterson
Blakelock	Hepburn	Roberts
Bowerman	Hunter	Robertson
Bradley	Kelly	Roebuck
Brownridge	Kirby	Sangster
Campbell	Lapierre	Simpson
Carr	Leduc	Sinclair
Clark	Marceau	(Bruce)
Crawford	Miller	Smith
Croll	Murray	Strachan
Croome	Macfie	Tanner
Des Rosiers	McQuesten	Trottier
Dickson	McQuibban	Wigle—51.

NAYS

Acres	Ellis	Lancaster
Baird	Heighington	Lawrence
Black	Henry	Murphy
Challies	Hill	Nesbitt
Craig	Kidd	Price—16.
Elgie		

And the Bill was read a second time accordingly and was referred to a Committee of the Whole House to-day.

Mr. Leduc then moved, seconded by Mr. Croll,

That the Speaker do now leave the Chair and that the House resolve itself into a Committee to consider Bill (No. 51), "An Act to authorize the Levying of a Tax upon certain Incomes."

The motion having been put was carried and

The House resolved itself into a Committee and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report progress, to ask for leave to sit again.

Resolved, That the Committee have leave to sit again tomorrow.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Regulations and Orders-in-Council made under the authority of The Department of Education Act or of Acts relating to Public Schools, Separate Schools or High Schools. (*Sessional Papers No. 40.*)

Also, Report of the Department of Public Works, Ontario, for five months' period, November 1st, 1934, to March 31st, 1935. (*Sessional Papers No. 8.*)

Also, Orders-in-Council made under the authority of The Northern Development Act. (*Sessional Papers No. 42.*)

Also, Return to an Order dated April 18th, 1935, that there be laid before this House a Return showing: A list of all Civil Servants who have resigned, been dismissed, or requested to resign since July 11th, 1934, to date giving in each case the position, department, and the salary paid, and classifying whether they were employed in the inside or outside service, and indicating war service if any. (*Sessional Papers No. 48.*)

The House then adjourned at 11.00 p.m.

THURSDAY, FEBRUARY 20TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petitions were severally brought up and laid upon the Table:—

By Mr. Strachan, the Petition of the Ontario Branch of the National Ladies' Hairdressers' Association.

By Mr. Ellis, the Petition of the Corporation of the City of Ottawa.

The following Bills were severally introduced and read the first time:—

Bill (No. 56), intituled, "An Act to amend The Voters' List Act." *Mr. Sinclair* (Ontario).

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 57), intituled, "An Act to amend The Marriage Act." *Mr. Lawrence*.

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 58), intituled, "An Act to amend The Cemetery Act." *Mr. Sinclair* (Ontario).

Ordered, That the Bill be read a second time to-morrow.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of *Mr. Nesbitt*,

Ordered, That the Debate be further adjourned until Tuesday next.

The House then adjourned at 5.35 p.m.

FRIDAY, FEBRUARY 21st, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petitions were read and received:—

Of the Ontario Branch of the National Ladies' Hairdressers' Association, praying that an Act may pass regulating all persons and corporations carrying on the business of hairdressing and providing for a board to examine all persons seeking to engage in such business.

Of the Corporation of the City of Ottawa, praying that an Act may pass authorizing debenture by-laws amounting to \$786,000.00, to validate tax sales and for other purposes.

Mr. Cox from the Select Committee appointed to strike the Standing Committees of the House presented their second and final report, which was read as follows, and adopted.

Your Committee recommends that the Standing Committees of the House as listed hereunder be composed as follows:—

COMMITTEE ON PRIVILEGES AND ELECTIONS

Honourable Mr. Hepburn, Messrs. Asmussen, Baird, Baker, Belanger, Bragg, Brownridge, Clark, Colter, Cox, Crawford, Croome, Des Rosiers, Dewan, Duncan, Elgie, Ellis, Faulkner, Gordon, Heenan, Heighington, Henry, Hill, Hunter, King, Kirby, Macaulay, Marceau, McQuibban, MacBride, Murray, Nesbitt, Nixon (Brant), Nixon (Temiskaming), Patterson, Price, Roberts, Roebuck, Sangster, Schwenger, Simpson, Sinclair (Ontario), Strachan, Wigle—44.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON RAILWAYS

Honourable Mr. Hepburn, Messrs. Acres, Allen, Anderson, Armstrong, Baird, Baker, Bradley, Brownridge, Carr, Challies, Colter, Cox, Craig, Crawford, Dewan, Dickson, Duckworth, Duncan, Elgie, Ellis, Faulkner, Fulford, Gordon, Habel, Heenan, Heighington, Henry, Hill, Hunter, Kelly, Kidd, Kirby, Lancaster, Lapierre, MacBride, Macfie, McQuesten, McVicar, Macaulay, Murphy, Murray, Nesbitt, Nixon (Temiskaming), Oliver, Patterson, Price, Robertson, Rowlandson, Sinclair (Bruce), Smith, Strachan, Tanner, Trottier, Wigle—55.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON PRIVATE BILLS

Honourable Mr. Hepburn, Messrs. Acres, Allen, Anderson, Armstrong, Asmussen, Baird, Ballantyne, Belanger, Bethune, Black, Blakelock, Bowerman, Brownridge, Campbell, Carr, Clark, Colter, Cox, Croll, Croome, Des Rosiers, Dewan, Duckworth, Duncan, Elgie, Ellis, Fulford, Gardhouse, Glass, Heighington, Henry, Hill, Houck, Hunter, Kelly, Kidd, King, Kirby, Lancaster, Lawrence, Leduc, Macaulay, Marshall, Miller, Murphy, Murray, MacBride, McQuibban, Nesbitt, Newman, Nixon (Temiskaming), Patterson, Price, Roberts, Rowlandson, Sangster, Schwenger, Sinclair (Bruce), Smith, Strachan, Tanner, Trottier—63.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON PUBLIC ACCOUNTS

Honourable Mr. Hepburn, Messrs. Acres, Anderson, Armstrong, Avery, Baird, Baker, Ballantyne, Belanger, Black, Blakelock, Bowerman, Bradley, Bragg, Brownridge, Campbell, Carr, Challies, Clark, Cox, Craig, Crawford, Croll, Dewan, Dickson, Duckworth, Elgie, Ellis, Faulkner, Freeborn, Fulford, Gardhouse, Glass, Gordon, Heenan, Heighington, Henry, Hill, Houck, Kelly, Kidd, Kirby, Lancaster,

Lawrence, Leduc, Macaulay, Marceau, Miller, Murphy, Murray, MacBride, Macfie, McQuesten, McQuibban, Nesbitt, Newman, Nixon (Brant), Nixon (Temiskaming), Oliver, Price, Roberts, Sangster, Simpson, Sinclair (Ontario), Strachan—65.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON PRINTING

Honourable Mr. Hepburn, Messrs. Acres, Allen, Avery, Belanger, Bowerman, Bragg, Campbell, Challies, Crawford, Croome, Duncan, Guthrie, Heighington, Henry, Hill, Hunter, King, Kirby, Lancaster, Leduc, Murphy, MacBride, Nixon (Temiskaming), Nixon (Brant), Simpson, Sinclair (Ontario) Strachan—28.

The Quorum of the said Committee to consist of five Members.

COMMITTEE ON MUNICIPAL LAW

Honourable Mr. Hepburn, Messrs. Allen, Anderson, Avery, Asmussen, Baird, Ballantyne, Bethune, Black, Blakelock, Bowerman, Bradley, Bragg, Campbell, Carr, Challies, Clark, Colter, Cox, Craig, Croll, Des Rosiers, Dewan, Dickson, Duckworth, Elgie, Ellis, Freeborn, Gardhouse, Glass, Gordon, Heighington, Henry, Hill, Houck, Kelly, Kidd, Kirby, Lawrence, Macaulay, Marceau, Marshall, Miller, Murphy, Murray, Macfie, McQuesten, McVicar, Oliver, Price, Roberts, Robertson, Schwenger, Sinclair (Bruce), Sinclair (Ontario), Smith, Tanner, Trottier, Wigle—59.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON LEGAL BILLS

Honourable Mr. Hepburn, Messrs. Anderson, Avery, Baird, Bethune, Bradley, Clark, Colter, Cox, Croll, Dewan, Elgie, Ellis, Gordon, Glass, Heighington, Henry, Hill, Houck, Kirby, Leduc, Macaulay, McQuesten, Nesbitt, Price, Roebuck, Schwenger, Sinclair (Ontario), Strachan—29.

The Quorum of the said Committee to consist of five Members.

COMMITTEE ON AGRICULTURE AND COLONIZATION

Honourable Mr. Hepburn, Messrs. Acres, Armstrong, Baker, Ballantyne, Bethune, Black, Blakelock, Bragg, Brownridge, Campbell, Carr, Challies, Craig, Croome, Dewan, Dickson, Duckworth, Duncan, Freeborn, Gardhouse, Guthrie, Habel, Heenan, Henry, Hill, Houck, Kidd, King, Kirby, Lancaster, Lapierre, Lawrence, Marshall, Miller, Murphy, Macfie, McVicar, Newman, Nixon (Temiskaming), Oliver, Patterson, Roberts, Robertson, Rowlandson, Sangster, Sinclair (Bruce), Tanner, Trottier, Wigle—50.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON FISH AND GAME

Honourable Mr. Hepburn, Messrs. Acres, Armstrong, Baker, Ballantyne, Black, Blakelock, Bowerman, Bradley, Bragg, Brownridge, Campbell, Carr, Challies, Colter, Craig, Croome, Des Rosiers, Dickson, Duncan, Elgie, Ellis, Freeborn, Fulford, Gardhouse, Gordon, Guthrie, Habel, Henry, Hill, Houck, Hunter, Kelly, Kidd, Kirby, Lancaster, Lapierre, Marceau, Marshall, Miller, Murphy, Murray, Macfie, McVicar, Newman, Nixon (Brant), Nixon (Temiskaming), Oliver, Patterson, Roberts, Robertson, Sangster, Schwenger, Sinclair (Ontario), Smith, Tanner, Trottier—58.

The Quorum of the said Committee to consist of nine Members.

COMMITTEE ON LABOUR

Honourable Mr. Hepburn, Messrs. Acres, Allen, Anderson, Asmussen, Avery, Baird, Bethune, Cox, Crawford, Croll, Dewan, Duckworth, Ellis, Fulford, Gardhouse, Glass, Guthrie, Henry, Hunter, Hill, Kidd, King, Kirby, Lapierre, Lawrence, Murphy, Murray, Nesbitt, Newman, Roebuck, Rowlandson, Schwenger, Smith, Tanner, Trottier—36.

The Quorum of the said Committee to consist of five Members.

The House again resolved itself into a Committee to consider Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report progress, and directed him to ask for leave to sit again.

Resolved, That the Committee have leave to sit again on Monday next.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Annual Report upon Ontario Hospitals for the Mentally Ill, Mentally Subnormal, and Epileptic, for five months, November 1st, 1934, to March 31st, 1935. (*Sessional Papers No. 15.*)

Also, Comparative Statement of Legislative Grants Apportioned to the Rural, Public, and Separate Schools, in the Counties and Districts for the year 1934-1935. (*Sessional Papers No. 49.*)

The House then adjourned at 4.35 p.m.

MONDAY, FEBRUARY 24TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 59), intituled, "An Act to amend The Summary Convictions Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 60), intituled, "An Act to amend The Wages Act." *Mr. Clark.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 61), intituled, "An Act to amend The Division Courts Act." *Mr. Clark.*

Ordered, That the Bill be read a second time to-morrow.

The House again resolved itself into a Committee to consider Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report progress, and ask for leave to sit again,

Resolved, That the Committee have leave to sit again to-morrow.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report of Provincial Auditor, Ontario. (*Sessional Papers No. 27.*)

Also, Ninth Report of the Liquor Control Board of Ontario for five months' fiscal period ending March 31st, 1935. (*Sessional Papers No. 20.*)

Also, Royal Ontario Museum Statement of Revenue and Expenditure for year ending June 30th, 1935. (*Sessional Papers No. 50.*)

The House then adjourned at 5.28 p.m.

TUESDAY, FEBRUARY 25TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the table:—

By Mr. Henry, the Petition of the Corporation of the Township of Scarborough.

Mr. Newman from the Standing Committee on Standing Orders presented their Second Report which was read as follows and adopted:—

Your Committee has carefully examined the following Petitions and find the notices as published in each case sufficient:

Of Alfred Pehlke, praying that an Act may pass authorizing the Petitioner to carry on practice as a Drugless Practitioner in the Province of Ontario.

Of the Ontario Branch of the National Ladies' Hairdressers' Association, praying that an Act may pass regulating all persons and corporations carrying on the business of hairdressing and providing for a Board to examine all persons seeking to engage in such business.

Of the Association of Accountants and Auditors in Ontario, praying that an Act may pass authorizing a change in the name of the Association and setting a standard for its members.

Of the Ontario Hairdressers' and Barbers' Association, praying that an Act may pass restricting the occupation of barbering to persons authorized to do so by a Board to be established.

Of the Association of Professional Engineers, praying that an Act may pass restricting the classes of men who may practice as professional engineers and for other purposes.

Of the Association of Registered Hairdressers and Barbers of Ontario, praying that an Act may pass establishing regulations for the carrying on of the business of hairdressing or barbering in the Province of Ontario.

Of the Corporation of the Village of Forest Hill, praying that an Act may pass extending to the petitioning Corporation the powers conferred on Municipalities by the Power Commission Act, to authorize the sales of land for taxes and for other purposes.

Of the Corporation of the Municipality of Shuniah, praying that an Act may pass withdrawing certain Islands from the Municipality, altering the time of the Municipality's financial year and for other purposes.

Of the Incorporated Synod of the Diocese of Toronto, praying that an Act may pass authorizing the holders of funds, securities and other assets to convey the same to the Petitioners.

Your Committee recommends that Rule No. 60 of your Honourable House be suspended in this that the time for presenting Petitions for Private Bills be extended until and inclusive of Monday the 9th day of March next, and that the time for introducing Private Bills be extended until and inclusive of Monday the 16th day of March next.

Ordered, That the time for presenting Petitions for Private Bills be extended until and inclusive of Monday the 9th day of March next and that the time for introducing Private Bills be extended until and inclusive of Monday the 16th day of March next.

The following Bills were severally introduced and read the first time:—

Bill (No. 62), intituled "An Act to amend The Municipal Act." *Mr. Strachan.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 63), intituled "An Act to amend The Municipal Act." *Mr. Strachan.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 64), intituled "An Act to amend The Assessment Act." *Mr. Hunter.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 65), intituled "An Act to amend The Municipal Act." *Mr. Strachan.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 66), intituled "An Act to amend The Municipal Act." *Mr. Hunter.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 67), intituled "An Act to amend The Municipal Act." *Mr. Hunter.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 68), intituled "An Act to amend The Voters' List Act." *Mr. Allen.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 69), intituled "An Act to amend The Municipal Act." *Mr. Allen.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 70), intituled "An Act to amend The Municipal Act." *Mr. Allen.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 71), intituled "An Act to amend The Municipal Act." *Mr. Glass.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 1), intituled "An Act to authorize Alfred Pehlke to practise as a Drugless Practitioner." *Mr. Blakelock.*

Referred to the Committee on Private Bills.

Bill (No. 10), intituled "An Act respecting The Association of Accountants and Auditors in Ontario." *Mr. Belanger.*

Referred to the Committee on Private Bills.

Bill (No. 13), intituled "An Act respecting the Association of Professional Engineers." *Mr. Clark.*

Referred to the Committee on Private Bills.

Bill (No. 14), intituled "An Act respecting the Incorporated Synod of the Diocese of Toronto." *Mr. Hunter.*

Referred to the Committee on Private Bills.

Bill (No. 18), intituled "An Act respecting the Village of Forest Hill." *Mr. Kirby.*

Referred to the Committee on Private Bills.

The House again resolved itself into a Committee to consider Bill (No. 51), An Act to authorize the Levying of a Tax upon certain Incomes, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments,

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of Mr. Roberts,

Ordered, That the Debate be further adjourned until Thursday next.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report of His Honour Judge Duncan C. Ross, a Commissioner appointed to enquire into transactions of the Liquor Control Board of Ontario prior and down to the first day of January, 1934. (*Sessional Papers No. 51.*)

The House then adjourned at 5.55 p.m.

WEDNESDAY, FEBRUARY 26TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was read and received:—

Of the Corporation of the Township of Scarborough, praying that an Act may pass repealing certain sections of the Act respecting the Township of Scarborough of 1933, being Chapter 98, Statutes of Ontario, 1933.

Mr. Craig asked the following Question (No. 22):—

1. How many special Courses in Agriculture were given by the Department of Education for teachers in 1935; give dates and places where courses were held. 2. Who had charge of each course and what salary was paid. 3. Give names of Teachers or Instructors in each course and the salary paid in each case.

The Honourable the Prime Minister replied as follows:—

1. At the Ontario Agricultural College, Guelph—Courses for the Elementary Certificate and for the Intermediate Certificate, July 3rd to August 7th; Enrolment in Elementary Courses 300, Enrolment in the Intermediate Course 109; Total 409. At Kemptville Agricultural School for the Elementary Certificate,

July 3rd to August 7th, Enrolment 156. 2. Norman Davies, Inspector of Agricultural Classes, had charge of the Course at the Ontario Agricultural College, at a salary of \$320.00. Dr. G. W. Hofferd of London Normal School had charge of the course at Kemptville at a salary of \$320.00. 3. The staff for instruction at Guelph included members of the staff at the College who were paid at the following rates: Lecture hours, \$4.00 per hour; Laboratory hours, \$1.20 per hour. The following are the names and the remunerations received:

Botany:		Dairying:	
J. E. Howitt.....	\$210.40	W. H. Sproule.....	\$34.00
R. E. Stone.....	193.20	H. A. Smallfield.....	84.00
W. G. Evans.....	176.60	T. J. McKinney.....	70.80
S. A. Simmons.....	108.60	F. W. Hamilton.....	80.00
		Bella Millar.....	72.40
		Jesse R. Sherk.....	40.00
Animal Husbandry:		Entomology:	
R. G. Knox.....	36.00	A. W. Baker.....	203.20
G. E. Raithby.....	41.60	R. H. Ozburn.....	265.70
E. C. Stillwell.....	42.00	Rose King.....	92.40
M. W. Staples.....	40.40	A. G. McNally.....	25.20
Bacteriology:		Economics:	
A. Davey.....	83.60	C. W. Riley.....	40.00
E. H. Garrard.....	107.80		
C. Castell.....	2.40		
Chemistry:		Agriculture:	
H. L. Fulmer.....	142.00	A. H. Tomlinson.....	245.20
R. N. Ruhnke.....	157.60	A. H. MacLennan.....	240.00
T. J. Heeg.....	9.00	T. H. Jones.....	141.20
L. R. Bryant.....	79.20	R. H. Keith.....	115.20
L. A. Birk.....	55.80	Simon Smith.....	126.00
R. Bryant.....	33.00	G. H. Dickson.....	76.60
Poultry:		Physics:	
E. S. Snyder.....	186.20	R. R. Graham.....	206.60
J. B. Smith.....	6.40	R. C. Moffatt.....	199.20
H. D. Branion.....	24.00	F. L. Ferguson.....	161.60
G. L. Faull.....	81.60	E. G. Webb.....	66.80
J. R. Cavers.....	13.20		
Rural Sociology:		Apiculture:	
F. C. Hart.....	43.60	Dr. E. J. Dyce.....	58.00
		E. C. Martin.....	60.00
		R. G. Sawyer.....	12.00
Field Husbandry:		Forestry:	
W. J. Squirrell.....	234.40	A. H. Richardson.....	8.00
A. W. Maxon.....	137.60		
O. McConkey.....	27.60	School Fairs:	
R. Keegan.....	47.60	M. C. McPhail.....	4.00

The staff for instruction at Kemptville consisted of the following who, with the exception of A. M. Barr, D. J. Lalonde and A. J. Madill, were members of the regular staff:

Animal Husbandry and Field Husbandry:		Apiculture, Chemistry and Dairying:	
J. C. Shearer.....	\$196.00	W. B. George.....	\$ 228.80
A. M. Barr.....	221.20		
Horticulture, School Gardening and Entomology:		School Fairs:	
A. J. Logsdail.....	238.80	A. M. Barr.....	Included in above
Poultry:		Engineer:	
J. F. Fraser.....	194.80	D. J. Lalonde.....	226.00
		J. H. Bond.....	10.00
Physics:		A. J. Madill.....	
C. A. Warren.....	165.20		240.00

Mr. Ellis asked the following Question (No. 23):—

1. What Bonds have been sold by the present Government since it took office. 2. What was the amount of each issue sold. 3. What was the rate of interest on each issue sold and the maturities thereof. 4. What price was obtained for each issue sold, and what prices were submitted. 5. To whom were such issues sold. 6. Were tenders called for in all cases. 7. If so, what was the amount of each tender. 8. Were any tenders called for and no bids made. 9. If Bonds were sold otherwise than by tender, why were tenders not called for.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

1, 2, 3, 4 and 5.—

Series	Date	Amount	Coupon Rate of Interest	Maturity	Price Obtained	To Whom Sold
BD	Aug. 30, 1934	\$37,500,000	2½%	Aug. 30, 1935– 1939	98.782	A. E. Ames & Company, Can. Bank of Commerce. Dominion Securities, Ltd. Royal Bank of Canada. Wood-Gundy, Limited.
BE	June 15, 1935	\$11,841,500 8,158,500 <u>\$20,000,000</u>	2¾% 3%	June 15, 1937 June 15, 1940	100. 100.	General Public.
BF	Aug. 15, 1935	\$10,000,000	2%	Feb. 15, 1938	98.85	A. E. Ames & Company. Can. Bank of Commerce. Dominion Securities, Ltd. Royal Bank of Canada. Wood-Gundy, Limited.
BG	Nov. 1, 1935	\$15,000,000	2%	May 1, 1939	97.85	A. E. Ames & Company. Can. Bank of Commerce. Dominion Securities, Ltd. Royal Bank of Canada. Wood-Gundy, Limited.

6. No. 7. Answered by No. 6. 8. Yes. 9. See answer to No. 8.

Mr. Henry asked the following Question (No. 26):—

1. Has the Public Service Superannuation Board changed its policy in regard to the application of the 1935 amendment to the Act. 2. When was such change made. 3. What is the present policy of the Board in regard to the application of this section of the Act.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

1. No. 2. Answered by No. 1. 3. To take care of cases where undue hardship might ensue if the former limitations governing superannuation were observed.

Mr. Henry asked the following Question (No. 27):—

1. How many persons were granted an annual allowance under the 1935 amendment to The Public Service Superannuation Act. 2. How many persons complying with the terms of this Act were refused an annual allowance on or before May 4, last. 3. What are the names of the persons granted an annual allowance under the 1935 amendment of The Public Service Superannuation Act and what are the respective ages and years of service of each. 4. What are the names of the persons complying with the terms of this Act and yet refused an annual allowance up to May 4 last and what are the respective ages and years of service of each.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

1. 57. 2. 4. 3. The names of twenty-five employees retired under the 1935 Amendment are listed in the Fifteenth Annual Report of the Public Service Superannuation Board already tabled in the House. The remainder to date are as follows:—

Name	Age	Service	Name	Age	Service
Hindson, Clarence E.	63	24 years	Jeffrey, Robert	60	15 years
Johnston, Samuel	58	16 years	Chandler, Albert E.	56	30 years
Stroud, William A.	57	15 years	Joselin, Frank E.	61	24 years
Johnston, Harry	57	28 years	Clark, Margaret	62	15 years
Davis, William	68	16 years	Turner, Walter	66	21 years
Hunter, Thomas	67	19 years	Lee, Florence	56	23 years
Williamson, James B.	67	22 years	Russell, Elmer H.	54	24 years
Vincent, Alfred C. L.	65	21 years	MacKay, Florence	53	25 years
Owen, Thomas	62	16 years	Fenwick, Thomas	60	17 years
Glockling, Wilbert A.	49	34 years	Power, Ellen	58	22 years
Gibson, James E.	61	19 years	Lewis, George F.	67	17 years
Smith, Dalton H.	60	22 years	Vincent, Harry T.	65	19 years
Mackay, Frederick W.	50	20 years	Johnson, John H.	59	15 years
McCann, Anne	58	16 years	Durkin, Thomas R.	63	22 years
Lockhart, Charles	67	24 years	Fields, Mary Jane	64	17 years
Greer, Lillian M.	57	16 years	Carscadden, Vera M.	51	23 years

4.—

Name	Age	Service	Name	Age	Service
Birmingham, A. H.	57	15 years	Jackson, J. H.	56	26 years
Roadhouse, W. A.	54	25 years	Carr, B.	52	32 years

Mr. Glass asked the following Question (No. 32):—

1. What amounts of money were paid to each Minister of the Government for travelling expenses during the years 1930 to 1934, inclusive.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

1.—

	1930	1931	1932	1933	1934
				(To July 12/34)	
Hon. G. Howard Ferguson.....	\$2,000.00				
" William Finlayson.....	850.00	\$900.00	\$300.00	\$700.00	\$500.00
" Chas. McCrea.....	1,000.00	1,250.00	975.00	1,000.00	500.00
" Dr. Forbes Godfrey.....	1,000.00				
" Dr. J. M. Robb.....	125.00	1,000.00	500.00	500.00	650.00
" W. G. Martin.....	250.00	1,000.00	925.00	850.00	600.00
" Dr. J. D. Monteith.....	1,000.00	1,000.00	1,000.00	1,000.00	600.00
" Lincoln Goldie.....	1,000.00				
" Leopold Macaulay.....	150.00	1,000.00	700.00	850.00	500.00
" J. S. Martin.....	500.00				
" T. L. Kennedy.....	250.00	1,000.00	1,000.00	1,800.00	650.00
" E. A. Dunlop.....		1,000.00	1,000.00	1,000.00	500.00
" G. H. Challies.....		125.00	650.00	600.00	400.00
" W. H. Price.....		500.00	500.00	500.00	500.00
	<u>\$8,125.00</u>	<u>\$8,775.00</u>	<u>\$7,550.00</u>	<u>\$8,800.00</u>	<u>\$5,400.00</u>
				(To Oct. 31/34)	
Hon. Dr. L. J. Simpson.....					\$ 200.00
" Peter Heenan.....					325.00
" Paul Leduc.....					12.00
" Dr. J. A. Faulkner.....					400.00
" Duncan Marshall.....					300.00
					<u>\$1,237.00</u>

Mr. Nesbitt asked the following Question (No. 56):—

1. Is Dr. T. J. McNally, formerly a District Officer of Health, now in the employ of the Province of Ontario. 2. By what Department is Dr. McNally employed, and in what capacity. 3. What is Dr. McNally's present salary. 4. Has Dr. McNally been superannuated, and on what date, and for what reason. 5. Is Dr. McNally in receipt of superannuation, and if so, how much. 6. How much salary, perquisites or other remuneration has Dr. McNally received during the past twelve (12) months. 7. Is Dr. McNally related to any member of the present Government.

The Honourable the Minister of Health replied as follows:

1. Yes. 2. Department of Health; Medical Officer, London Hospital. 3. \$166.66 per month. 4. Dr. McNally was superannuated on July 23, 1933, having reached the age of seventy, but was retained in the Service by the former administration at a salary of \$166.66 per month, and has continued in the Service since at the same salary. 5. Yes; \$166.66 per month. 6. \$2,000, plus mid-day meal. Dr. McNally's present salary and superannuation is \$4,000 per annum, which was his salary prior to superannuation. 7. No blood relationship.

Mr. Price asked the following Question (No. 59):—

1. What Boards, Commissions, Provincial Institutions, or other bodies in connection with this Government, transferred their accounts to Branches of

the Ontario Government Savings Bank. 2. Upon what dates were these transfers made. 3. Upon whose authorization was this action taken. 4. How many, if any, transfers were made at the request of the Government. 5. What was the amount transferred in each case.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

Answer: It is not in the public interest to furnish this information.

Mr. Henry moved, seconded by Mr. Price,

That there be laid before this House a Return showing: 1. The names of all purchasers of the Bonds issued at the time of the \$20,000,000.00 Bond Issue of July, 1935, showing the total purchase in each case.

After some discussion the Motion having been put was lost on the following Division:—

YEAS

Acres	Ellis	Lancaster
Baird	Heighington	Lawrence
Challies	Henry	Macaulay
Craig	Hill	Murphy
Duckworth	Kidd	Price—16.
Elgie		

NAYS

Allen	Faulkner	Nixon
Anderson	Freeborn	(Brant)
Armstrong	Gardhouse	Nixon
Asmussen	Glass	(Temiskaming)
Avery	Gordon	Oliver
Baker	Guthrie	Patterson
Ballantyne	Habel	Roberts
Belanger	Hepburn	Robertson
Blakelock	Houck	Roebuck
Bowerman	Hunter	Rowlandson
Bradley	Kelly	Sangster
Bragg	King	Schwenger
Campbell	Kirby	Simpson
Clark	Lapierre	Sinclair
Colter	Leduc	(Bruce)
Cox	Murray	Sinclair
Crawford	Macfie	(Ontario)
Croll	McQuesten	Smith
Croome	McQuibban	Strachan
Dewan	McVicar	Tanner
Dickson	Newman	Trottier
Duncan		Wigle—61.

Mr. Nixon (Brant) moved, seconded by Mr. Roebuck,

That the Resolution of this House passed on the 17th day of April, 1935, Journals of 1935, page 245, which ordered that there be laid before this House a Return showing the expenditure and revenue on Ordinary and Capital account for the months of August, September, October, November, December and January, in each of the years 1929 to 1935, inclusive, be and the same is hereby rescinded, and the Clerk is hereby instructed to delete the entry on page 256 of the Journals of 1935 which purported to show that the Return had been made.

And after some discussion the Motion having been put was carried on the following Division:—

YEAS

Allen	Freeborn	Nixon
Anderson	Gardhouse	(Brant)
Armstrong	Glass	Nixon
Asmussen	Gordon	(Temiskaming)
Baker	Guthrie	Oliver
Ballantyne	Habel	Patterson
Belanger	Hepburn	Roberts
Blakelock	Houck	Robertson
Bowerman	Hunter	Roebuck
Bradley	Kelly	Rowlandson
Bragg	King	Sangster
Campbell	Kirby	Schwenger
Clark	Lapierre	Simpson
Colter	Leduc	Sinclair
Cox	Marshall	(Bruce)
Crawford	Murray	Sinclair
Croll	Macfie	(Ontario)
Croome	McQuesten	Smith
Dewan	McQuibban	Strachan
Dickson	McVicar	Tanner
Duncan	Newman	Trottier
Faulkner		Wigle—61.

NAYS

Acres	Ellis	Lawrence
Baird	Heighington	Macaulay
Challies	Henry	Murphy
Craig	Hill	Nesbitt
Duckworth	Kidd	Price—17.
Elgie	Lancaster	

The following Bill was read the second time:—

Bill (No. 53), An Act to amend The Municipal Act.

Referred to a Committee of the Whole House to-morrow.

On motion of Mr. Hepburn, seconded by Mr. Nixon,

Ordered, That this House do forthwith resolve itself into a Committee to consider a certain proposed Resolution respecting the appropriation of such part of the Consolidated Revenue Fund necessary to reimburse the municipalities for loss of Tax Revenue derived from Municipal Income Tax on Individuals and Corporations.

Mr. Hepburn acquainted the House that His Honour the Lieutenant-Governor, having been informed of the subject matter of the proposed Resolution, recommends it to the consideration of the House.

The House then resolved itself into the Committee.

(In the Committee)

Resolved,—1. That the Lieutenant-Governor in Council be authorized to appropriate such part of the Consolidated Revenue Fund as may be necessary to pay the municipalities to reimburse them for the loss of tax revenue derived from Municipal Income Tax of individuals and personal corporations by reason of such sources of municipal tax revenue becoming appropriated and the same becoming part of the tax revenues of the Province, the amount to be so appropriated and paid out of the Consolidated Revenue Fund to municipalities for the year 1936 to be determined by reference to the total amount of taxation on incomes actually rated and levied by such municipalities in the year 1935.

2. In addition to the payments above provided for, the Lieutenant-Governor in Council be also authorized to pay out of the Consolidated Revenue Fund such further sums of money to municipalities, to cities, towns, villages and townships, as may be provided for in any Act to be passed in relation thereto by reason of the said sources of municipal tax revenue from incomes of individuals and personal corporations being taken by the Province for provincial revenue purposes.

Mr. Speaker resumed the Chair, and Mr. Clark reported, That the Committee had come to a certain Resolution.

Ordered, That the Report be now received.

Resolved,—1. That the Lieutenant-Governor in Council be authorized to appropriate such part of the Consolidated Revenue Fund as may be necessary to pay the municipalities to reimburse them for the loss of tax revenue derived from Municipal Income Tax of Individuals and personal corporations by reason of such sources of municipal tax revenue becoming appropriated and the same becoming part of the tax revenues of the Province, the amount to be so appropriated and paid out of the Consolidated Revenue Fund to municipalities for the year 1936 to be determined by reference to the total amount of taxation on incomes actually rated and levied by such municipalities in the year 1935.

2. In addition to the payments above provided for, the Lieutenant-Governor in Council be also authorized to pay out of the Consolidated Revenue Fund such further sums of money to municipalities, to cities, towns, villages and townships, as may be provided for in any Act to be passed in relation thereto by reason of the said sources of municipal tax revenue from incomes of individuals

and personal corporations being taken by the Province for provincial revenue purposes.

The Resolution having been read the second time was agreed to and referred to the House on Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax.

The Order of the Day for the second reading of Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax, having been read,

And a Debate having ensued, after some time it was on the motion of Mr. Price,

Ordered, That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Regulations passed pursuant to The Mental Hospitals Act, 1935, Department of Health. (*Sessional Papers No. 52.*)

The House then adjourned at 6.00 p.m.

THURSDAY, FEBRUARY 27TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petitions were severally brought up and laid upon the table:—

By Mr. Belanger, the Petition of the Ratepayers of the Roman Catholic Schools of Ward Six of the Town of Eastview.

By Mr. Carr, the Petition of the Municipal Corporation of the Town of Campbellford.

On motion of Mr. Nixon, seconded by Mr. Leduc,

Ordered, That the names of Mr. Roebuck and Mr. Bragg be added to the Committee on Private Bills.

The following Bills were severally introduced and read the first time:—

Bill (No. 72), intituled "An Act to amend The Municipal Act." *Mr. Glass.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 15), intituled "An Act respecting The Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto." *Mr. Hunter.*

Referred to the Committee on Private Bills.

Bill (No. 7), intituled "An Act respecting the Niagara Falls Building, Savings and Loan Association." *Mr. Houck.*

Referred to the Committee on Private Bills.

Bill (No. 73), intituled "An Act to amend The Municipal Act." *Mr. Kirby.*

Ordered, That the Bill be read the second time on Monday next.

The Order of the Day for the third reading of Bill (No. 51), "An Act to authorize the Levying of a Tax upon certain Incomes," having been read,

Mr. Leduc moved,

That the Bill be now read the third time.

And the Speaker having put the Question to the House the Prime Minister asked that the vote on the Motion be recorded and was supported by five Members rising in their places,

The Motion for the third reading was then put and was carried on the following Division:—

YEAS

Allen	Gardhouse	Nixon
Anderson	Glass	(Brant)
Armstrong	Gordon	Nixon
Asmussen	Guthrie	(Temiskaming)
Avery	Habel	Oliver
Baker	Heenan	Patterson
Ballantyne	Hepburn	Roberts
Belanger	Houck	Robertson
Blakelock	Hunter	Roebuck
Bowerman	Kelly	Rowlandson
Bragg	King	Sangster
Campbell	Kirby	Schwenger
Clark	Lapierre	Simpson
Colter	Lawrence	Sinclair
Cox	Leduc	(Bruce)
Crawford	Marceau	Sinclair
Croll	Miller	(Ontario)
Croome	Murray	Smith
Dewan	Macfie	Strachan
Dickson	McQuesten	Tanner
Duncan	McQuibban	Trottier
Faulkner	McVicar	Wigle—64.
Freeborn	Newman	

NAYS

Acres	Elgie	Lancaster
Baird	Ellis	Macaulay
Black	Heighington	Murphy
Challies	Henry	Nesbitt
Craig	Hill	Price—17.
Duckworth	Kidd	

And the Bill was accordingly read the third time and was passed.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of Mr. Elgie,

Ordered, That the Debate be further adjourned until Tuesday next.

Moved by Mr. Roebuck, seconded by Mr. Heenan, That when this House adjourns to-day, it do stand adjourned until Three of the Clock on Monday afternoon next.

The House then adjourned at 10.55 p.m.

MONDAY, MARCH 2ND, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the Table:—

By Mr. Carr, the Petition of the Corporation of the Town of Cobourg.

The following Petitions were read and received:—

Of the Ratepayers of the Roman Catholic Schools of Ward Six of the Town of Eastview, praying that an Act may pass authorizing the establishment of a Roman Catholic Separate School Board for the said Ward Six in the Town of Eastview.

Of the Municipal Corporation of the Town of Campbellford, praying that an Act may pass authorizing the passing of a by-law to issue debentures to the amount of \$48,000.00.

Mr. Macaulay asked the following Question (No. 1):—

1. How many vendors were in arrears in remitting gasoline tax to the Department of Highways as of December 31, 1935. 2. Give name, address, and amount in each case.

The Honourable the Minister of Public Works and Highways replied as follows:

1. There were no vendors who were under agreement at December 31st, 1935, that were in arrears in remitting gasoline tax to the Department of Highways as of December 31st, 1935, but there were fourteen vendors, who were previously under agreement, in arrears at December 31st, 1935, of which number eleven were in arrears at July 11, 1934, and the other three, which have become indebted to the Department since July 11, 1934, are making periodical payments, the two largest of which have furnished the Department with additional guarantees. 2. Amounts unpaid December 31st, 1935, which were incurred before July 11th, 1934:

Name	Address	Amount
E. Bristow	Barrie, Ontario	\$ 793.37
Lucky Strike Oil Co.	London	12,854.72
Lumsden Oil Co., Ltd.	London	4,141.95
Caulton Service Station	Toronto	626.05
Power Oil Co.	Peterborough	2,884.17
United Oil, Ltd.	Hamilton	3,037.30
A. E. Wilson	Galt	335.81
Border Cities Oil Co.	Windsor	3,949.11
Newell Bros.	Windsor	6,860.84
H. A. Rose	Zurich	345.74
Sault Gas & Oil Co., Ltd.	Sault Ste. Marie	11,045.73

Amounts unpaid December 31st, 1935, which were incurred after July 11th, 1934:

Name	Address	Amount
A. A. Anderson	London	\$4,548.61
Yale Oil Co., Ltd.	Toronto	6,721.79
Crystal Gasoline Co.	Toronto	285.39

Mr. Macaulay asked the following Question (No. 2):—

1. How many sections of Highways throughout Ontario have been taken into the Ontario Provincial System, by the Ontario Department of Highways, since July 15, 1934. 2. Upon what dates were these highways taken into the

Provincial System. 3. Where are these sections of highways situated. 4. What is the total mileage in each case. 5. What type of highway existed at the time the route was absorbed by the Ontario Department of Highways.

The Honourable the Minister of Public Works and Highways replied as follows:—

1.	2.	3.	4.	5.
Number of Sections of Highways taken into the Ontario Provincial System since July 15th, 1934.	Dates upon which these Highways were taken into the Provincial System.	Locations of Sections of Highways taken over.	Total Mileage of each section of Highway taken over.	Type of Highway existing at time Highway was taken over.
1	May 1, 1935	Raleigh Diversion —Kent	0.42	Gravel.
2	May 1, 1935	Napanee to Kaladar —Lennox and Addington	30.5	Macadam 5.5m., Gravel 25m.
3	May 15, 1935	Blue Water Highway —Grey	8.8	Concrete 1m., W.B. Macadam 1.5m., Gravel 6.3m.
4	May 15, 1935	Blue Water Highway —Bruce	48.5	W.B. Macadam 4m., Gravel 44.5m.
5	May 15, 1935	Blue Water Highway —Huron	20.0	Gravel.
6	May 22, 1935	Wolfe Island Highway —Frontenac	20.0	Gravel and earth.
7	June 14, 1935	Village of Stirling —Hastings	2.45	Penetration.
8	June 26, 1935	Village of Pt. Burwell —Elgin	1.0	Macadam.
9	July 31, 1935	Forthton to Westport —Leeds	28.5	Gravel 1.5m., Mixed Macadam 19.5m., W. B. Macadam, 7.5m.
10	Aug. 14, 1935	Burford Road —Oxford	4.3	Gravel
11	Aug. 14, 1935	Burford Road —Brant	16.5	Retread 8.7 m. Concrete 4m., Gravel 3.8 m.,
12	Sept. 4, 1935	Near Welland —Welland	0.5	Mixed Macadam
13	Sept. 4, 1935	Maple Ave., Burlington—Halton	1.37	Rotar Retread.
14	Nov. 6, 1935	Milverton Village —Perth	0.85	Gravel.
15	Nov. 13, 1935	Tilbury Town —Kent	0.6	Gravel.

Mr. Price asked the following Question (No. 5):—

1. What was the total amount of money on deposit in the Ontario Government Savings Bank as of: (a) June 1, 1935; (b) February 1, 1936. 2. What was the rate of interest paid on deposits as of: (a) January 1, 1935; (b) January 1, 1936. 3. What was the cost of money on deposit in Ontario Savings Branches, including interest rates and administration costs as of: (a) January 1, 1935; (b) January 1, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

1. (a) \$22,495,612.58; (b) \$30,728,703.69. 2. (a) 2½%; (b) 2½%. 3. (a) and (b) Practically impossible to arrive at rate of interest actually paid on deposits for any past period not terminating coincident with end of fiscal year or one of the quarters.

Mr. Price asked the following Question (No. 6):—

1. What were the reserves of the Ontario Government Savings Bank as of: (a) January 1, 1935; (b) July 1, 1935; (c) February 1, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. The reserves of the Ontario Savings Offices are the credit and taxing powers of the Province.

Mr. Nesbitt asked the following Question (No. 40):—

1. What industries have to date come under The Ontario Industrial Standards Act. 2. Upon what dates did the agreements become effective. 3. What proportion of employers in each industry agreed to application of the Act.

The Honourable the Minister of Labour replied as follows:—

Industries under Industrial Standards Act.	Dates Agreements Effective	Proportion of employers agreed
Plumbers, Toronto.....	June 1, 1935.....	85-90%
Plasterers, Toronto.....	June 25, 1935.....	80-85%
Brewers, Ontario.....	July 2, 1935.....	80%
Bricklayers and Masons, Toronto.....	July 16, 1935.....	98%
Common Labourers, Toronto.....	July 16, 1935.....	98%
Carpenters, Toronto.....	July 16, 1935.....	98%
Electricians, Toronto.....	July 16, 1935.....	85%
Lathers, Toronto.....	July 16, 1935.....	95%
Plasterers Labourers, Toronto.....	July 16, 1935.....	95%
Painters, Toronto.....	July 16, 1935.....	80%
Sheet Metal, Toronto.....	July 16, 1935.....	85%
Milliners, Ontario.....	July 23, 1935.....	70%
Furniture Industry, Ontario (Toronto ex- cepted).....	Sept. 1, 1935.....	60-65%
Plumbers, Ottawa.....	Sept. 24, 1935.....	65%
Painters, Ottawa.....	Sept. 24, 1935.....	70%
Carpenters, Ottawa.....	Sept. 24, 1935.....	70%
Plasterers, Ottawa.....	Sept. 24, 1935.....	60%
Plumbers, Hamilton.....	Sept. 24, 1935.....	70%
Painters, Hamilton.....	Sept. 24, 1935.....	70%
Tile Setters, Toronto.....	Sept. 24, 1935.....	75%
Bakers, Counties of Wellington, Waterloo, Perth, Huron.....	Sept. 24, 1935.....	80%
Plumbers, Port Arthur and Fort William..	Oct. 8, 1935.....	85%
Electricians, Windsor.....	Oct. 29, 1935.....	80%
Cloak and Suit, Ontario.....	Nov. 18, 1935.....	65-70%
Common Labourers, Windsor.....	Nov. 26, 1935.....	70%

Industries under Industrial Standards Act.	Dates Agreements Effective	Proportion of employers agreed
Bricklayers and Stonemasons, Windsor	Nov. 26, 1935	85%
Carpenters, Windsor	Nov. 26, 1935	75-80%
Plasterers, Windsor	Nov. 26, 1935	70%
Electricians, London	Dec. 10, 1935	65-70%
Plumbing, London	Dec. 10, 1935	70%
Carpenters, Brantford	Dec. 17, 1935	80%
Plumbers, Windsor	Dec. 17, 1935	70%
Carpenters, Kingston	Jan. 21, 1936	70-75%
Painters, Kingston	Jan. 21, 1936	65-70%
Painters, St. Catharines	Jan. 28, 1936	70-75%

Mr. Challies asked the following Question (No. 43):—

1. What is the total number of inmates at the present time in mental institutions operated by the Ontario Government. 2. What were the total number of inmates at the following periods: January 1, 1934; July 1, 1934; January 1, 1935; July 1, 1935; January 1, 1936.

The Honourable the Provincial Secretary replied as follows:

1. 12,974. 2. January 1, 1934, 11,552; July 1, 1934, 11,969; January 1, 1935, 12,054; July 1, 1935, 12, 519; January 1, 1936, 12,786.

Mr. Nesbitt asked the following Question (No. 45):—

1. What grants made by this Government for the following purposes, have been discontinued or reduced since July, 1934: (a) Public Health Nurses; (b) School Medical Inspections; (c) School and Community Dental Services; giving in each case the municipality concerned and the amount of the previous grants
2. What municipalities continue to receive the previous grants.

The Honourable the Minister of Health replied as follows:

1. (a) and (b) Grants were formerly paid to every local Board of Health which inaugurated and carried on medical and dental inspection of schools and employed at least one Public Health Nurse in such work. The amount was \$400 for each nurse with an additional \$100 for each additional nurse, except in the case of the City of Toronto where for each additional nurse \$25 per annum was granted. During the fiscal year ended October 31, 1934, the following grants were paid: City of—Brantford, \$900.00; Hamilton, \$2,749.40; Kitchener, \$1,350.00; North Bay, \$750.00; Oshawa, \$1,050.00; Port Arthur, \$750.00; Sarnia, \$900.00; St. Thomas, \$750.00; Stratford, \$750.00; Toronto, \$3,562.50; Woodstock, \$750.00—\$14,261.90. Town of—Blind River, \$600.00; Bowmanville, \$366.66; Burlington, \$600.00; Capreol, \$66.66; Cobalt, \$533.34; Cornwall,

\$600.00; Dryden, \$174.98; Elmira, \$600.00; Gananoque, \$600.00; Haileybury, \$600.00; Ingersoll, \$600.00; Lindsay, \$600.00; Midland, \$600.00; New Toronto, \$600.00; Oakville, \$600.00; Orillia, \$750.00; Paris, \$600.00; Penetanguishene, \$500.00; Perth, \$600.00; Port Colborne, \$600.00; Renfrew, \$600.00; Simcoe, \$600.00; St. Mary's, \$600.00; Strathroy, \$600.00; Sturgeon Falls, \$466.66; Timmins, \$750.00; Wallaceburg, \$600.00; Weston, \$600.00—\$15,608.30. Village of—Ayr, \$366.67; Forest Hill, \$600.00; Swansea, \$600.00—\$1,566.67. Township of—East York, \$1,050.00; North York, \$600.00; Stamford, \$333.33; Teck, \$700.00; Tecumseh and East Sandwich, \$600.00—\$3,283.33. Total, \$34,720.20.

(See Public Accounts 1933-34, Page M14.)

Grants were also made to sanatoria in which an acceptable type of follow-up work by qualified nurses was carried out. The following amounts were paid during the fiscal year ended October 31, 1934: Niagara Peninsula Sanitorium Association, \$566.65; Royal Ottawa Sanatorium, \$400.00—\$966.65.

(See Public Accounts 1933-34, Page M14).

(c) School and community dental services grants were paid to municipalities for school and community dental services upon application by the Municipality. The applications were received from time to time irregularly, but the following is a list of grants paid upon applications which were received from the period July, 1934, to March, 1935. All such grants have now been discontinued as of April 1, 1935: Brantford—Board of Education, \$163.26; Briar Hill—Public School Board, \$40.00; Belleville—Board of Education, \$58.29; Brockville—Board of Education, \$25.87; East Windsor—S.S. Board, \$43.21; Public School Board, \$25.69; Hamilton—Department of Public Health, \$750.00; Kitchener—Board of Health, \$232.53; London—Board of Education, \$487.90; Lambton Mills—Public School Board, \$34.00; Midland—Board of Health, \$65.79; New Toronto—Board of Health, \$40.00; Orillia—Board of Health, \$61.60; Owen Sound—Board of Education, \$90.00; Peterborough—Board of Education, \$76.62; Port Arthur—Board of Education, \$104.98; St. Thomas—Board of Health, \$178.00; Stamford Township—\$125.00; Stratford—Board of Health, \$36.72; St. Catharines—Board of Education, \$180.71; St. Marys—Public School Board, \$87.00; Swansea—Public School Board, \$14.66; Toronto—Department of Public Health, \$750.00; Thorold—Board of Education, \$69.30; Thorold Township—Public School Board, \$79.16; Walkerville—Board of Education, \$412.41; Woodstock—Board of Health, \$28.00; York Township—Public School Board, Silverthorn School, \$272.41; Rawlinson School, \$272.48; Dennis Avenue School, \$272.30; Fairbank School, \$355.56; King George School, No. 32, \$233.29; King George School, No. 33, \$258.06.

Mr. Craig asked the following Question (No. 49):—

1. What appointments have been made to the Ontario Milk Control Board during the calendar year, 1935. 2. What are the salary, date of appointment, and special qualifications, if any, in each case.

The Honourable the Minister of Agriculture replied as follows:

1. Mr. John S. Beck was appointed to the position of Member, Milk Control Board, by Order-in-Council, dated December 17th, 1935, appointment to be effective from January 1st, 1936. 2. Salary—\$15.00 per day and expenses.

Mr. Lancaster asked the following Question (No. 50):—

1. How many students during the past year were registered at McDonald Institute who were residents outside the Province of Ontario.

The Honourable the Minister of Agriculture replied as follows:

1. Academic Year, September, 1934–June, 1935, non-residents of Ontario at Macdonald Institute numbered 21. Academic Year, September, 1935–March 1st, 1936, non-residents of Ontario numbered 23.

Mr. Price asked the following Question (No. 58):—

1. How many properties, if any, have been purchased for use as Provincial Treasury Branches since January 1, 1935. 2. What was the purchase price in each case and from whom were they purchased. 3. How many properties have been rented for use as Ontario Provincial Treasury Branches, since January 1, 1935. 4. What is the rent paid in each case, and from whom were they rented.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. No properties purchased. 2. Answered by No. 1. 3. 6.

4.—

Branch	Rent per Month	Rented from
Guelph.....	\$135.00.....	D. E. MacDonald & Bros., Guelph.
Kitchener.....	\$200.00.....	Joseph Zuber, Kitchener.
London.....	\$250.00.....	Richmond Bldgs. of London, Ltd., London
Yonge and Broadway..	\$290.00.....	Robert Ferguson, Toronto.
Yonge and Davenport..	\$125.00.....	Central Market, Limited, Toronto.
Windsor.....	\$200.00.....	Canada Building, Limited, Windsor.

Mr. Challies asked the following Question (No. 61):—

1. How many persons in Ontario, giving the number and the total amount paid on each date, were in receipt of Old Age Pensions in Ontario as of: (a) January, 1934; (b) July, 1934; (c) January, 1935; (d) July, 1935; (e) January, 1936.

The Honourable the Minister of Public Welfare replied as follows:

1. (a) January, 1934, 46,122 pensioners, \$824,494.28 paid; (b) July, 1934,

47,762 pensioners, \$852,705.04 paid; (c) January, 1935, 50,421 pensioners, \$910,460.20 paid; (d) July, 1935, 52,138 pensioners, \$934,273.71 paid; (e) January, 1936, 53,873 pensioners, \$974,727.60 paid.

Mr. Challies asked the following Question (No. 62):—

1. How many persons were in receipt of Mothers Allowance in Ontario, giving the total number of persons, and the total amount paid on the following dates: (a) January, 1934; (b) January, 1935; (c) January, 1936; (d) July, 1934; (e) July, 1935.

The Honourable the Minister of Public Welfare replied as follows:—

1.—	Families	Children	Paid
(a) January, 1934.....	6,710.....	19,825.....	\$248,240.00
(b) January, 1935.....	7,350.....	21,207.....	\$281,126.00
(c) January, 1936.....	10,169.....	30,522.....	\$370,354.10
(d) July, 1934.....	6,899.....	20,331.....	\$263,719.70
(e) July, 1935.....	7,889.....	21,926.....	\$297,784.00

His Honour the Lieutenant-Governor entered the Chamber of the Legislative Assembly and took his Seat upon the Throne.

Mr. Speaker then addressed His Honour as follows:—

May it please Your Honour:

The Legislative Assembly of the Province has, at its present Sittings, passed a certain Bill to which, on behalf and in the name of the said Assembly, I respectfully request Your Honour's Assent.

The Clerk Assistant then read the title of the Act that had passed as follows:—

An Act to authorize the Levying of a Tax upon certain Incomes.

To this Act the Royal Assent was announced by the Clerk of the Legislative Assembly in the following words:—

In His Majesty's name, His Honour the Lieutenant-Governor doth assent to this Act.

His Honour was then pleased to retire.

The following Bills were severally introduced and read the first time:—

Bill (No. 74), intituled "An Act to repeal The Supplementary Revenue Act of 1932." *Mr. Hepburn.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 75), intituled "An Act to amend The Liquor Control Act of Ontario." *Mr. Hepburn.*

Ordered, That the Bill be read the second time to-morrow.

Bill (No. 19), intituled "An Act respecting the Municipality of Shuniah." *Mr. Cox.*

Referred to the Committee on Private Bills.

Bill (No. 26), intituled "An Act to authorize conveyances to The Incorporated Synod of the Diocese of Toronto." *Mr. Hunter.*

Referred to the Committee on Private Bills.

On motion of Mr. Challies, seconded by Mr. Black,

That there be laid before this House a Return showing: 1. Copies of returns made by the following holders of Fur Buyer Licenses for the calendar year of 1935, showing the number of skins purchased of each kind of fur: D. M. Stewart, Missanabie; Hudson Bay Company, Missanabie; A. V. Selkirk, Franz; Spadoni Brothers, Franz; J. I. Glick, Sudbury; M. Hart, North Bay; J. Robert, Foleyet; Christoff, Oba; William McLeod, Chapleau.

The motion of Mr. Challies with the consent of the House was withdrawn.

On motion of Mr. Heighington, seconded by Mr. Ellis,

Ordered, That there be laid before this House a Return showing: 1. How many returned soldiers, dismissed, resigned, or requested to resign from the Ontario Public Service, since July 11, 1934, have to date been re-employed in the Ontario Public Service. 2. What are the names, position, salary, and date of reappointment in each case. 3. How many returned soldiers, employed in the Ontario Public Service, have been dismissed, resigned, or been requested to resign, since April 18, 1935. 4. What are the names, position, salary, and date of dismissal in each case.

On motion of Mr. Challies, seconded by Mr. Black,

Ordered, That there be laid before this House a Return showing: 1. The names of all Civil Servants of the Department of Game and Fisheries, who were

notified of dismissal, with addresses and salaries they received during the calendar year of 1935. 2. Give the date of dismissal in each case. 3. List of names of all Civil Servants of the Department of Game and Fisheries who were notified of their dismissal and were re-engaged, giving date of re-engagement during the calendar year of 1935, with duties and salaries. 4. Names of all Civil Servants that have been added to the Department of Game and Fisheries during the calendar year of 1935, with addresses, duties and salaries and date of appointment and age in each case. 5. Names of all Civil Servants of the Department of Game and Fisheries who resigned during the calendar year of 1935, stating duties and salaries and whether their resignation was requested, and if so, by whom.

On motion of Mr. Macaulay, seconded by Mr. Challies,

Ordered, That there be laid before this House a Return showing: All correspondence, agreements, documents, relating to the Carpentier-Hixon Lumber Co., Ltd.; Blind River Pine Company, Ltd., in the Department of Lands and Forests or elsewhere.

On motion of Mr. Henry, seconded by Mr. Price,

Ordered, That there be laid before this House a Return showing: All Civil Servants who have resigned, been dismissed, or requested to resign, since April 18, 1935, giving in each case the position, department, and the salary paid, and classifying whether they were employed in the inside or outside service, and indicating war service, if any.

On motion of Mr. Ellis, seconded by Mr. Heighington,

Ordered, That there be laid before this House a Return showing: 1. How many beverage licenses held by either Clubs or Hotels in the Province of Ontario have been cancelled since January 31, 1935. 2. How many, if any, beverage licenses have been renewed, and which were previously cancelled since August 25, 1934.

The following Bills were severally read the second time:—

Bill (No. 56), An Act to amend The Voters' List Act.

Referred to the Committee on Municipal Law.

Bill (No. 57), An Act to amend The Marriage Act.

Referred to the Committee on Legal Bills.

Bill (No. 58), An Act to amend The Cemetery Act.

Referred to the Committee on Legal Bills.

Bill (No. 60), An Act to amend The Wages Act.

Referred to the Committee on Legal Bills.

Bill (No. 61), An Act to amend The Division Courts Act.

Referred to the Committee on Legal Bills.

Bill (No. 63), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 66), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 67), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

The Order of the Day for the second reading of Bill (No. 55), An Act to amend The Ontario Municipal Board Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for the second reading of Bill (No. 62), An Act to amend The Municipal Act, having been read, and the Motion having been put was lost,

And so it was declared in the negative.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Return to an Order of the House dated 18th April, 1935, that there be laid before the House a Return showing: A List of all Civil Servants engaged since July 11, 1934, to date (April 18, 1935), giving position, department and salary paid, and classifying whether employed in the inside or outside service of the Province. (*Sessional Papers No. 53.*)

The House then adjourned at 6.05 p.m.

TUESDAY, MARCH 3RD, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was read and received:—

Of the Corporation of the Town of Cobourg, praying that an Act may pass to authorize the separation of the said Town from the United Counties of Northumberland and Durham for Municipal purposes.

The following Bills were severally introduced and read the first time:—

Bill (No. 76), intituled "An Act to amend The Bulk Sales Act." *Mr. Roebuck.*

Ordered, That the Bill be read the second time to-morrow.

Bill (No. 77), intituled "An Act to amend The Coroners Act." *Mr. Roebuck.*

Ordered, That the Bill be read the second time to-morrow.

Mr. Henry asked the following Question (No. 24):—

1. What was the total number of Orders-in-Council passed for each month since July 11, 1934.

The Honourable the Prime Minister replied as follows:—

1. 1934—July (21 days), 259; August, 257; September, 295; October, 657; November, 488; December, 354. 1935—January, 358; February, 229; March, 248; April, 102; May, 207; June, 193; July, 169; August, 128; September, 92; October, 123; November, 198; December, 183. 1936—January, 128. During 1933, the last complete year of the Conservative Government, the number of Orders-in-Council passed was 3,198. During 1935, the first complete year of the present administration, the number was 2,230.

Mr. Henry asked the following Question (No. 25):—

1. What amount has been paid for legal services rendered the Niagara Parks Commission in connection with the arbitration with the International Railway Company. 2. Who were the counsel and arbitrators engaged by the Commission and what was their remuneration per diem. 3. What was the total amount received by each counsel, and does this amount constitute a payment in full for services rendered.

The Honourable the Prime Minister replied as follows:—

1. Total amount paid all counsel for legal services including their disbursements, \$28,485.13; if Commission Arbitrator's fee as fixed by the Court is to be included as legal services, then there should be added \$11,609.21. 2. Counsel engaged *previous to June, 1934*, Kilmer, Irving & Davis (now Kilmer, Landriau, Rumball, Gordon & Beatty) were retained by a previous Commission and both firms were paid in all \$1,750.00. No per diem rate appears in the records and this information is not within the knowledge of the present Commission. W. N. Tilley, K.C. (Tilley, Johnston, Thomson and Parmenter) was also retained by a previous Commission and was paid in all \$300.00. No per diem rate appears in the records and this information is not within the knowledge of the present Commission. Counsel engaged *since June, 1934*, A. G. Slaght, K.C. (Slaght & Cowan) for Arbitration proceedings \$200.00 per diem with out-of-pocket disbursements. In connection with appeals from decision of Arbitrators to Court of Appeal, no per diem remuneration was fixed. F. W. Griffiths, K.C., Counsel engaged by Commission for Arbitration Proceedings \$100.00 per diem, together with out-of-pocket disbursements. In connection with Appeals from decision of Arbitrators to Court of Appeal, no per diem remuneration was fixed. G. W. Mason, K.C., was engaged as Arbitrator by the Commission in pursuance to original Agreement with International Railway at rate of \$200.00 per diem as fixed by the Court. 3. Amounts paid to Counsel: 1932, Kilmer, Irving & Davis, \$1,500.00; 1936, Kilmer, Landriau, Rumball, Gordon & Beatty, \$250.00; 1934, Tilley, Johnston, Thomson & Parmenter, \$300.00; 1935, A. G. Slaght, K.C., Arbitration proceedings, \$14,698.04; Appeals to Court of Appeal, \$6,014.09; 1935, F. W. Griffiths, K.C., Arbitration proceedings, \$4,834.00; 1936, Appeal to Court of Appeal, \$889.00; 1935, G. W. Mason, K.C., Arbitration proceedings as fixed by the Court, \$11,609.21, at the rate of \$200.00 per diem. The above payments to Counsel constitute payments in full for services rendered except in connection with services on application of International Railway for leave to Appeal to Privy Counsel, which application is still pending.

Mr. Craig asked the following Question (No. 29):—

1. What travelling expenses have been drawn by each of the Members of the Cabinet since July 11, 1934, to date.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

	July 11/34 to Oct. 31/34	Nov. 1/34 to Mar. 31/35	April 1/35 to Feb. 28/36
Hon. A. W. Roebuck.....		\$35.96	\$348.85
Hon. L. J. Simpson.....	\$200.00		500.00
Hon. Peter Heenan.....	325.00		500.00
Hon. Paul Leduc.....	12.00	170.00	350.00
Hon. J. A. Faulkner.....	400.00	500.00	
Hon. D. A. Croll.....			1,500.00
Hon. Duncan Marshall.....	300.00	350.00	1,150.00
	<u>\$1,237.00</u>	<u>\$1,055.96</u>	<u>\$4,348.85</u>

Mr. Hill asked the following Question (No. 31):—

1. What rate per diem was allowed the following Crown Counsel Prosecutors set out on Pages D-8 and D-9 of the Public Accounts, November 1, 1934—March 31, 1935: (a) J. C. M. German, Middlesex; (b) J. Singer, Toronto; (c) G. A. Urquhart, Hastings; (d) J. H. MacDonald, Thunder Bay.

The Honourable the Attorney-General replied as follows:—

1. (a) J. C. M. German, \$50 per diem; (b) J. Singer, \$50 per diem; (c) G. A. Urquhart, \$50 per diem; (d) J. H. MacDonald, \$50 per diem.

Mr. Ellis asked the following Question (No. 36):—

1. Are all the engineers now employed by the Hydro-Electric Power Commission of Ontario on a permanent basis. 2. If not, what are their names and the positions occupied by them, and the salaries paid them.

The Honourable the Attorney-General replied as follows:—

1. No.

2.—

Name	Yearly Salary Net Amount	Position
Aeberli, A.....	\$5,094.36.....	Mechanical Engineer, Hydraulic Dept.
Amos, W. L.....	5,308.92.....	Engineer, Design Supervision.
Brandon, E. T. J....	12,494.64.....	Chief Electrical Engineer.
Clark, A. T.....	3,217.44.....	Engineer in Charge of Construction Equipment Stores.
Don Carlos, H. C...	10,915.20.....	Chief Operating Engineer.
Davison, A. E.....	5,532.72.....	Engineer, Transmission Lines.
Dobson, W. P.....	6,176.64.....	Engineer in Charge of Laboratory and Inspection Dept.
Dibblee, J.....	5,898.84.....	Assistant to Chief Operating Engineer.
Drewry, G. F.....	5,898.84.....	Assistant Municipal Engineer.
Fairlie, T. U.....	5,440.80.....	Engineer in Charge of Right-of-Way.
Forgan, David.....	5,094.36.....	Construction Engineer.
Grassett, C. S.....	4,653.00.....	Maintenance Engineer, Operating Dept.
Hall, A. G.....	4,923.00.....	Chief Electrical Inspector.
Hull, A. H.....	6,980.52.....	Assistant Engineer, Station Section.
Hogg, T. H.....	13,547.64.....	Chief Hydraulic Engineer.
Holden, O.....	6,703.20.....	Assistant Hydraulic Engineer.
Hewson, W. G.....	5,372.28.....	Railway Engineer, Hamilton.
Jeffery, R. T.....	10,915.20.....	Chief Municipal Engineer.
Jeffery, J. J.....	7,756.20.....	Assistant Chief Municipal Engineer.

Name	Yearly Salary Net Amount	Position
James, T. C.....	5,898.84.....	Assistant Municipal Engineer.
Lang, A. G.....	5,532.72.....	Engineer, Distribution Systems.
Muehleman, H.....	6,147.36.....	General Superintendent, Niagara System.
McKenzie, D. A....	5,650.20.....	Meter and Relay Engineer and Operating Engineer, Thunder Bay System.
McBride, A. H.....	5,898.84.....	Engineer, Rates and Cost Data.
Mickler, G. J.....	5,372.28.....	Engineer in Charge of Sales Dept.
Pace, G.....	5,650.20.....	District Operating Engineer, Georgian Bay and Northern Systems.
Richardson, S. M....	5,650.20.....	Engineer in Charge of Power Billing.
Rothwell, H. D....	5,372.28.....	Assistant Engineer in Charge of part of Niagara System.
Service, Geo.....	\$5,094.36.....	Mechanical Engineer, Operating Dept.
Sharpe, C. B.....	5,094.36.....	District Operating Engineer, Eastern Ontario System.
Smith, G. B.....	5,094.36.....	General Superintendent of Eastern On- tario System.
Wilson, J. N.....	5,372.28.....	Assistant Municipal Engineer.
Young, R. B.....	5,094.36.....	Chief Assistant Laboratory Engineer in Charge of Testing.

Mr. Hill asked the following Question (No. 52):—

1. In how many municipalities in the Province of Ontario at the present time, is the Canada Temperance Act in force. 2. What are these municipalities.

The Honourable the Prime Minister replied as follows:—

1. None. 2. Answered by No. 1.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of Mr. Roebuck,

Ordered, That the Debate be further adjourned.

The House then adjourned at 11.35 p.m.

WEDNESDAY, MARCH 4TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Ellis asked the following Question (No. 37):—

1. What is the total number of beverage licenses issued by the present Government. 2. What was the total number of liquor licenses prior to The Ontario Temperance Act. 3. What was the number of Standard Hotel licenses when the present Government took office.

The Honourable the Prime Minister replied as follows:—

1. Authorities effective January 31, 1936: 1,152 hotels, 108 social clubs, 85 soldier and labour clubs, 76 military messes, 1 railway; total 1,422. 2. Licenses effective during the fiscal year ending April 30, 1916: 1,219 ordinary tavern (annual), 32 ordinary tavern (six months), 5 tavern—beer and wine only (annual), 2 tavern—beer and wine only (six months), 211 shop, 64 club, 28 wholesale; total 1,561. 3. 977.

Mr. Nesbitt asked the following Question (No. 41):—

1. How many cows were in the herd at the Ontario Hospital, Whitby, Ontario, on the following dates: October 31, 1933; October 31, 1934; March 31, 1935. 2. How many cows from the herd on the farm of the Ontario Hospital at Whitby died or were disposed of because of contagious or infectious diseases during the year ending: (a) October 31, 1934; (b) The period from November 1, 1934, to March 31, 1935. 3. (a) How much milk per day is now purchased for the Ontario Hospital at Whitby; (b) From whom are the purchases made, and at what price.

The Honourable the Minister of Health replied as follows:

1. October 31, 1933, 76; October 31, 1934, 65; March 31, 1935, 71. 2. (a) 5 died, 20 otherwise disposed of; (b) 1 died, 4 otherwise disposed of. 3. (a) 1,680 lbs.; (b) Jerseybrook Dairy, Whitby, 480 lbs. at \$2.40 per cwt.; Beaton Dairy Products, Ltd., Oshawa, 1,200 lbs. at \$2.80 per cwt.

Mr. Challies asked the following Question (No. 53):—

1. Is there a Liquor Store in Morrisburg, County of Dundas; if so, when was it opened. 2. Names of employees with salaries. 3. What were the total sales during 1935.

The Honourable the Prime Minister replied as follows:—

1. Yes; opened June 8, 1935. 2. J. G. McDonald, Vendor, \$1,440.00 per annum; E. Deeks, Assistant, \$1,080.00 per annum. 3. Sales up to December 31st, 1935, \$29,922.66.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of Mr. Price,

Ordered, That the Debate be further adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report upon the Prisons and Reformatories of the Province of Ontario for period, October 1st, 1934, to March 31st, 1935, in respect to Gaols, and November 1st, 1934, to March 31st, 1935, in respect to Reformatories and Industrial Farms. (*Sessional Papers No. 18.*)

The House then adjourned at 5.35 p.m.

THURSDAY, MARCH 5TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the Table:—

By Mr. Belanger, the Petition of the Sisters of Charity at Ottawa.

The following Bills were severally introduced and read the first time:—

Bill (No. 32), intituled "An Act to amend The Embalmers and Funeral Directors Act." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 33), intituled "An Act to amend The Mental Hospitals Act, 1935." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Kidd asked the following Question (No. 7):—

1. What have been the total gross expenditures made by: (a) Department of Northern Development; (b) Department of Lands and Forests, since August 1, 1934, to date, in the constituency of Kenora.

The Honourable the Minister of Lands and Forests replied as follows:—

1. (a) \$7,313,039.65, including Dominion's proportion of the expenditure, on Trans-Canada Highway, expenditure from Department of Northern Development Fund and from Unemployment Relief Fund; (b) \$307,826.59.

Mr. Hill asked the following Question (No. 8):—

1. What was the total purchase price of autos; trucks; tractors; camp and road supplies and accessories, that have been purchased for the Department of Northern Development since July 11, 1934, to date, from: (a) Dominion Road Machinery Co., Ltd.; (b) Sawyer-Massey Co., Ltd.; (c) J. S. Innes, Ltd.; (d) Canadian Ingersoll-Rand, Ltd.

The Honourable the Minister of Lands and Forests replied as follows:—

1. (a) \$47,185.82; (b) \$69,228.56; (c) \$75,290.47; (d) \$64,013.15.

Mr. Hill asked the following Question (No. 10):—

1. How much has been paid to date to the Dufferin Paving Company, Limited, on the Kenora-Fort Frances road contract.

The Honourable the Minister of Lands and Forests replied as follows:—

1. \$1,906,151.87, including extensions.

Mr. Hill asked the following Question (No. 13):—

1. What contracts have been let to Leo Mascioli since July 11, 1934, by Department of Northern Development. 2. Were tenders advertised for. 3. If so, give time and place of advertisement. 4. What tenders were received in each case.

The Honourable the Minister of Lands and Forests replied as follows:—

1. One; clearing, grading and widening of the road between Schumacher and North Porcupine. 2. Yes. 3. Tenders were advertised in the following papers: October 11, 1934, Daily Commercial News, Toronto; October 16, 1934, Canadian Engineer, Toronto; October 18, 1934, Porcupine Advance, Timmins; October 15, 1934, Timmins Press, Timmins; October 15, 1934, Le Nord Ontario;

October 17, 1934, Engineering Contract Record, Toronto. 4. Leo Mascioli, Timmins, Ont.; Godson Contracting Co., Ltd., Toronto, Ont.; Raynor Construction Co., Ltd., Toronto, Ont.; McNamara Construction Co., Ltd., Leaside, Ont.; A. W. Duff, Kenora, Ont.; Sterling Construction Co., East Windsor, Ont.; Caisson Excavating Co., Toronto, Ont.

Mr. Hill asked the following Question (No. 17):—

1. What tenders, including name and address, and amounts of each were received for each of the following contracts, given under the Department of Northern Development, and who was the successful tenderer in each case. (1) Contract No. F-E-1—Fort William—English River; (2) Contract No. D-V-1—Dyment—Vermillion Bay; (3) Contract No. D-V-2—Dyment—Vermillion Bay; (4) Contract No. S-W-1—White River—Schreiber; (5) Contract No. S-W-2—White River—Schreiber; (6) Contract No. S-W-3—White River—Schreiber; (7) Contract No. S-W-4—White River—Schreiber; (8) Contract No. S-W-5—White River—Schreiber; (9) Contract No. E-D-1—English River—Dyment.

The Honourable the Minister of Lands and Forests replied as follows:—

(1) Contract F-E-1—Fort William to English River—

Successful Tenderer	(1) Long Lac Construction Co., Fort William..	\$56,275.00
	(2) Anderson Construction Co., Fort William..	59,395.00
	(3) Barnett-McQueen Co., Ltd., Fort William..	69,720.00
	(4) Angus & Taylor, Ltd., North Bay.....	84,558.00

(2)—Contract D-V-1—Dyment to Vermillion Bay (Dyment to Dryden)—

Successful Tenderer	(1) Dufferin Paving Co., Ltd., Toronto.....	\$178,157.50
	(2) Assiniboia Eng. & Const. Co., Kenora.....	183,180.00
	(3) Tomlinson Construction Co., Ltd., Toronto	195,535.00
	(4) Standard Paving, Ltd., Toronto.....	250,730.00
	(5) Storms Contracting Co., Ltd., Toronto....	253,047.50

(3)—Contract D-V-2—Dyment to Vermillion Bay (Dryden to Vermillion Bay)

Successful Tenderer	(1) Dufferin Paving Co., Ltd., Toronto.....	\$108,639.00
	(2) Tomlinson Construction Co., Ltd., Toronto	111,543.50
	(3) Continental Const. Co., Ltd., Toronto.....	241,348.50

(4) Contract S-W-1—White River to Schreiber—

Successful Tenderer	(1) Dominion Const. Corp., Ltd., Toronto....	\$350,540.00
	(2) Hadley-McHaffie Cons. Co., Ltd., Beachville	354,942.10
	(3) Angus & Taylor, Ltd., North Bay.....	361,836.00
	(4) M. L. McLean, Oakville.....	372,500.00
	(5) McNamara Const. Co., Ltd., Leaside.....	446,500.00
	(6) King Paving Co., Ltd., Oakville.....	528,555.00

(5)—Contract S-W-2—White River to Schreiber—

Successful Tenderer	(1) McNamara Construction Co., Ltd., Leaside	\$305,447.00
	(2) Johnson Bros. Co., Ltd., Brantford.....	308,369.50
	(3) Dominion Const. Corp., Ltd., Toronto....	377,111.00
	(4) Dufferin Paving Co., Ltd., Toronto.....	519,810.50

(6)—Contract S-W-3—White River to Schreiber—

Successful Tenderer	(1) Dominion Const. Corp., Ltd., Toronto....	\$446,596.50
	(2) Angus & Taylor, Ltd., North Bay.....	450,914.00
	(3) Campbell & Mannix, Toronto.....	494,058.00
	(4) Storms Contracting Co., Ltd., Toronto....	533,640.00
	(5) Johnson Bros. Co., Ltd., Brantford.....	587,730.00
	(6) Canadian Eng. & Const., Ltd., Hamilton..	933,008.00

(7)—Contract S-W-4—White River to Schreiber—

Successful Tenderer	(1) McNamara Construction Co., Ltd., Leaside	\$662,045.00
	(2) Angus & Taylor, Ltd., North Bay.....	665,457.00
	(3) Campbell Const. Co., Ltd., Toronto.....	668,965.00
	(4) Western Const. & Contr. Co. Port Arthur..	732,277.50
	(5) Northern Const. & J. W. Stewart, Toronto.	758,476.00
	(6) Chas. V. Billie & Son, Smiths Falls.....	814,202.00
	(7) Dominion Const. Corp., Ltd., Toronto....	814,465.00
	(8) Canadian Eng. & Contr. Co., Ltd., Hamilton	913,264.00
	(9) Dufferin Paving Co., Ltd., Toronto.....	1,177,388.00

(8)—Contract S-W-5—White River to Schreiber—

Successful Tenderer	(1) Hewitson Const. Co., Ltd., Port Arthur....	\$521,148.00
	(2) Angus & Taylor, Ltd., North Bay.....	524,568.00
	(3) Campbell Constr. Co., Ltd., Toronto.....	528,955.00
	(4) Tomlinson Const. Co., Ltd., Toronto.....	533,596.00
	(5) McNamara Constr. Co., Ltd., Leaside....	599,120.00
	(6) Dominion Constr. Co., Ltd., Toronto.....	608,985.00
	(7) Assiniboia Eng. & Const. Co., Ltd., Kenora	622,304.00
	(8) North. Const. Co. & J. W. Stewart, Toronto	624,868.00
	(9) Standard Paving, Ltd., Toronto.....	625,175.00
	(10) Canadian Eng. & Contr. Co., Ltd., Hamilton	672,260.00

(9)—Contract No. E-D-1—English River to Dymont—

Successful Tenderer	(1) Long Lac Constr. Co., Ltd., Fort William..	\$97,925.00
	(2) Storms Contr. Co., Ltd., Toronto.....	99,050.00
	(3) Standard Paving Co., Ltd., Toronto.....	123,250.00

Mr. Macaulay asked the following Question (No. 18):—

1. Is T. F. Francis in the employment of the Government in the Department of Northern Development. 2. What are his duties. 3. When did his employment begin. 4. What salary does he receive. 5. What travelling expenses has he been paid since first employed.

The Honourable the Minister of Lands and Forests replied as follows:—

1. Yes. 2. Engineer of Construction. 3. November 1st, 1934. 4. \$3,300.00 per annum, less salary assessment. 5. \$1,224.91.

Mr. Macaulay asked the following Question (No. 19):—

1. What has been the gross total expenditure on all types of Highways by the Department of Northern Development for: (a) Construction; (b) Maintenance, since July 11, 1934. 2. What has been the gross total expenditure by the Department of Highways on Provincial Highways for: (a) Construction; (b) Maintenance, since July 11, 1934. 3. What grants were made by the Department of Highways to: (a) County Highways; (b) Township Highways, since July 11, 1934.

The Honourable the Minister of Lands and Forests replied as follows:—

1. (a) Northern Development Construction, \$3,474,786.73; Colonization Roads Branch Construction, \$270,755.84; Unemployment Relief Construction, \$27,447,343.16; (b) Northern Development, Maintenance, \$3,125,870.94; Colonization Roads, Maintenance, \$154,054.57. 2. (a) July 11th, 1934, to January 31st, 1936, \$13,791,634.01, of which \$7,768,254.84 was for commitments made prior to July 11th, 1934; (b) July 11th, 1934, to January 31st, 1936, \$2,743,764.15. 3. (a) July 11th, 1934, to January 31st, 1936, \$1,776,444.54; (b) July 11th, 1934, to January 31st, 1936, \$1,230,441.75.

Mr. Macaulay asked the following Question (No. 20):—

1. Has the Department of Lands and Forests, since July, 1934, granted licenses to cut red pine, white pine, or spruce timber, in the Temagami Provincial Forest. 2. To whom has this right been granted. 3. What tenders were received.

The Honourable the Minister of Lands and Forests replied as follows:—

1. Yes. 2. Temagami Timber Co., Ltd.; Wm. Milne & Sons; A. B. Gordon & Co., Ltd.; John Campbell & Sons, Ltd.; Sylvester Kennedy; John M. Graham; George Gordon & Co., Ltd.; and Hawk Lake Industries, Ltd., renewing cutting rights sold September 20, 1929, and November 26, 1930; Feldman Timber Co., renewing cutting rights sold November 2, 1931; Montreal River Timber Co., Ltd., renewing cutting rights sold November 24, 1930; P. J. Grant, renewing cutting rights sold November 24, 1930; Temagami Timber Co., Ltd., renewing cutting rights sold September 2, 1930; Triangle Lumber Co., Ltd., renewing cutting rights sold June 24, 1920; Hawk Lake Industries, Ltd., renewing cutting rights sold November 13, 1928; Fesserton Timber Co., Ltd., renewing cutting rights sold November 20, 1920; Hawk Lake Industries, Ltd., renewing cutting rights sold December 8, 1923, and September 6, 1927; Edgar Gagne Lumber Co., Ltd., renewing cutting rights sold, February 9, 1926; Hawk Lake Industries, Ltd., renewing cutting rights sold September 6, 1927; Edgar Gagne Lumber Co., Ltd., renewing cutting rights sold October 8, 1924; Spanish River Lumber Co.,

Ltd., renewing cutting rights sold January 23, 1928; George Gordon, renewing cutting rights sold October 31, 1925; Geo. Gordon & Co., Ltd., renewing cutting rights sold April 20, 1921, and December 22, 1927; J. R. Booth, Ltd., renewing cutting rights sold December 27, 1920; A. B. Gordon & Co., Ltd., renewing cutting rights sold September 2, 1924; Temagami Timber Co., Ltd., renewing cutting rights sold September 15, 1923, and April 11, 1927; Wm. Milne & Sons, renewing cutting rights sold April 11, 1927; Gillies Bros., Ltd., renewing cutting rights sold October 24, 1927; Wm. Milne, renewing cutting rights sold November 29, 1933; Gillies Bros., Ltd., renewing cutting rights sold July 16, 1919. 3. Sylvester Kennedy; Wm. Milne & Sons; Geo. Gordon & Co., Ltd.; Temagami Timber Company, Ltd.; John Campbell & Sons, Ltd.; A. B. Gordon & Co., Ltd.; John M. Graham.

Mr. Ellis asked the following Question (No. 39):—

1. What sum per day is paid by the present Government to those employed in Relief Camps. 2. What was the amount paid by the former Government per day to those employed in Relief Camps.

The Honourable the Minister of Public Welfare replied as follows:—

1. Day Labour, 25c per hour less, board and medical fee; contract labour, 35c per hour minimum. 2. September 1, 1931, to March 31, 1932, 30c per hour; April 1, 1932, to October 31, 1932, \$5.00 cash allowance per month, plus board and medical fee; November 1, 1932, to April 30, 1933, \$9.50 cash allowance per month, plus board and medical fee; May 1, 1933, to August 31, 1933, \$5.50 per month cash allowance, plus board and less medical fee; September 1, 1933, to March 31, 1934, \$9.50 cash allowance per month, plus board and medical fee; April 1, 1934, 25c per hour, less board and medical fee.

Mr. Heighington asked the following Question (No. 46):—

1. How many aeroplanes are now owned by the Ontario Government. 2. How many aeroplanes were purchased since July 15, 1934, and for what branch of the service. 3. What was the purchase price in each case, were tenders called, and if so, what were the tenders received.

The Honourable the Minister of Lands and Forests replied as follows:—

1. 21. 2. Nil. 3. Answered by No. 2.

Mr. Heighington asked the following Question (No. 47):—

1. Has the Government purchased the rights from any source for the manufacture of aeroplanes. 2. If so, what rights were purchased and from whom. 3. What was the total cost. 4. How many aeroplanes have been manufactured, or are in the process of manufacture since these rights were acquired. 5. What was the total costs of the construction of each aeroplane.

The Honourable the Minister of Lands and Forests replied as follows:—

1. Yes. 2. Original plans, specifications, engineering data and approved type Certificate No. 128 relative to Buhl Ca-6 Air sedan, together with sole manufacturing right to manufacture the said aircraft and the right to the Department to sell the whole or part of the said plans, specifications or engineering data; purchased from A. H. Buhl and L. D. Buhl, of Detroit, Michigan. 3. \$700.00. 4. One aeroplane has been built and three aeroplanes are at present in the process of building. 5. \$11,916.71.

Mr. Hill asked the following Question (No. 51):—

1. (a) What contracts have been let by the Department of Northern Development for snow-plowing since August, 1934; (b) What was the name of the contractor with address, and amount paid in the case of each contract let for snow-plowing; (c) Were tenders advertised for; (d) If so, when and where; (e) What were the names and addresses of respective tenders.

The Honourable the Minister of Lands and Forests replied as follows:—

1. (a) No contracts were let; (b) Answered by (a); (c) Answered by (a); (d) Answered by (a); (e) Answered by (a).

Mr. Roberts asked the following Question (No. 54):—

What local hardware firm in Kenora did business with the Government amounting to \$300,000 during the years 1930-31-32-33-34. Did this firm receive, in one year, orders amounting to \$189,000.

The Honourable the Minister of Lands and Forests replied as follows:—

The Williams Hardware Company of Kenora in the years 1930 to 1934 did business with the Government amounting to \$301,117.40. Yes. During the year 1932, purchases by the Department of Northern Development from this firm amounted to \$189,219.00.

Mr. Roberts asked the following Question (No. 55):—

What amount was spent by Government Departments for equipment with Sawyer-Massey, Canadian Ingersoll-Rand and Dominion Road Machinery in the years 1928-1934, inclusive.

The Honourable the Minister of Public Works and Highways replied as follows:—

Dominion Road Machinery Company, Limited, \$121,313.79; Canadian Ingersoll-Rand Company, Limited, \$103,094.49; Sawyer-Massey, Limited, \$291,802.30; total \$516,210.58.

Mr. Croome asked the following Question (No. 82):—

1. How many square miles are the Kenora Electoral Constituency. 2. What is the total area of Old Ontario. 3. How many miles of the Trans-Canada Highway passes through the Kenora constituency. 4. How many contracts were let by the late Government on the Trans-Canada Highway in the Kenora constituency just prior to the election of 1934. 5. Upon what dates were these contracts let. 6. Were extensions thereto granted. 7. Were estimated quantities shown in original tenders called for. 8. Were quantities shown on extensions awarded.

The Honourable the Minister of Lands and Forests replied as follows:—

1. 79,175 square miles. 2. 67,000 square miles. 3. 225 miles in length. 4. Four contracts awarded. 5. Each contract was let on May 7th, 1934. 6. Extensions were granted on June 14th, 1934. 7. Yes. 8. No.

The Order of the Day for resuming the Adjourned Debate on the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, it was on the motion of Mr. Challies,

Ordered, That the Debate be further adjourned until Tuesday next.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report of the Department of Lands and Forests, Ontario, for the year ending October 31st, 1935. (*Sessional Papers No. 3.*)

Also, Return to an Order of the House dated 2nd March, 1936, that there be laid before the House a Return showing: 1. How many beverage licenses held by either Clubs or Hotels in the Province of Ontario have been cancelled since January 31, 1935. 2. How many, if any, beverage licenses have been renewed, and which were previously cancelled since August 25, 1934. (*Sessional Papers No. 55.*)

Also, Return to an Order of the House dated 2nd March, 1936, that there be laid before the House a Return showing: 1. The names of all Civil Servants of the Department of Game and Fisheries, who were notified of dismissal, with addresses and salaries they received during the calendar year of 1935. 2. Give the date of dismissal in each case. 3. List of names of all Civil Servants of the Department of Game and Fisheries who were notified of their dismissal and were re-engaged, giving date of re-engagement during the calendar year of 1935, with duties and salaries. 4. Names of all Civil Servants that have been

added to the Department of Game and Fisheries during the calendar year of 1935, with addresses, duties and salaries and date of appointment and age in each case. 5. Names of all Civil Servants of the Department of Game and Fisheries who resigned during the calendar year of 1935, stating duties and salaries and whether their resignation was requested, and if so, by whom. (*Sessional Papers No. 54.*)

The House then adjourned at 11.05 p.m.

FRIDAY, MARCH 6TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was read and received:—

Of the Sisters of Charity at Ottawa, praying that an Act may pass authorizing and enabling the petitioners to hold lands in the Province of Ontario through the Community, General Hospital, Alms House and Seminary of Learning of the Sisters of Charity at Ottawa.

The following Bills were severally introduced and read the first time:—

Bill (No. 34), intituled "An Act to amend The County Judges Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 35), intituled "An Act to amend The Judicature Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time on Monday next.

Mr. Price asked the following Question (No. 57):—

1. How many Provincial Treasury Branches have been opened throughout Ontario, from January 1, 1935, to date. 2. Where are these branches situated. 3. Upon what date was each branch opened. 4. What is the additional administration costs entailed through the opening of these additional branches. 5. What is the total amount on deposit in each new branch opened since January 1, 1935. 6. What is the total increase in the Provincial Savings Offices since July, 1934.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. Seven.

2. Situation of Branches	3. Branches Opened	4. Monthly Salaries, Allowance and Rent
Guelph.....	July 8, 1935.....	\$533.78
Kitchener.....	Aug. 12, 1935.....	575.83
London.....	Dec. 2, 1935.....	657.50
Parliament Buildings, Toronto.....	Feb. 19, 1935.....	311.20
Yonge and Broadway, Toronto.....	Nov. 2, 1935.....	593.09
Yonge and Davenport, Toronto.....	July 4, 1935.....	454.32
Windsor.....	Feb. 1, 1936.....	427.46

5. It is not in the public interest to furnish this information. 6. Seven.

Mr. Acres asked the following Question (No. 71):—

1. Was a Clydesdale Stallion imported by the Ontario Government during the past year and placed at the Ontario Agricultural College. 2. What is the name of this horse. 3. What is the price paid, or to be paid for this horse. 4. Was this horse inspected by any employee or officer of the Ontario Government, before being purchased for the province. 5. If so, what is the name of such employee or officer. 6. On what recommendation was this horse purchased for Ontario.

The Honourable the Minister of Agriculture replied as follows:—

1. Yes. 2. Craigie Realization. 3. \$2,954.75. 4. No; but he was inspected and reported on by Mr. Norman Weir, of Helensburgh, Scotland. 5. Answered by No. 4. 6. The decision to purchase this horse was arrived at by the Minister of Agriculture, the President of the Ontario Agricultural College, the Professor of Animal Husbandry, and the Instructor in charge of horses at the O.A.C. on the recommendation of Mr. Weir.

Mr. Nesbitt asked the following Question (No. 75):

1. How many physicians were on January 31, 1936, employed in the Hospitals Division of the Department of Health, inside service, on correspondence and clerical work, and at what salaries. 2. What were their names.

The Honourable the Minister of Health replied as follows:—

1. None. 2. Answered by No. 1.

Mr. Henry asked the following Question (No. 78):—

1. What is the present salary and title of Chester S. Walters and what are his duties. 2. What was paid to Chester S. Walters by way of salary, travelling expenses, and remuneration for extra services, if any, for the five months ended March 31, 1935.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. Controller of Finance, Deputy Minister of the Treasury Department and Deputy Minister of Public Works; annual salary, \$8,000 for the three offices; duties—As Controller of Finances: general supervision over all revenues and expenditures of the Province and such other duties as are assigned from time to time by the Government; as Deputy Minister of the Treasury Department and Department of Public Works: general direction and supervision of the activities of all branches of these Departments. 2. Salary, \$2,362.25; travelling expenses, \$13.75; nothing paid for extra services.

The following Bills were severally read the second time:—

Bill (No. 64), An Act to amend The Assessment Act.

Referred to the Committee on Municipal Law.

Bill (No. 65), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 69), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

The Order of the Day for the second reading of Bill (No. 68), An Act to amend The Voters List Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for the second reading of Bill (No. 70), An Act to amend The Municipal Act having been read, and the motion having been put was lost.

And so it was declared in the negative.

On motion of Mr. Croll, seconded by Mr. Leduc,

Ordered, That the Resolution of this House passed on the 18th day of April, 1935, Journals of 1935, Page 276, which ordered that there be laid before this House a Return giving a list of all boys now at the Bowmanville Training School giving: (a) The name of the magistrate sending each boy, and the offence for which he was committed to the institution; (b) The names of each boy transferred from the Mimico Industrial School giving the name of magistrate and offence for which the boy was originally committed to the Mimico School, be and the same is hereby rescinded.

The Order of the Day for resuming the Adjourned Debate on the motion for the second reading of Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax, having been read,

And the Debate having continued, after some time Mr. Macaulay moved seconded by Mr. Price,

That this Bill be not now read a Second time but that it be deferred for consideration two weeks hence, after the Government has incorporated in the Bill provisions for the basis of distribution among municipalities in the Province of the Provincial Income Tax without recourse to the Order-in-Council method of distribution,

And the Debate having continued, after some time, it was on the motion of Mr. Duckworth,

Ordered, That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

First Annual Report of the Department of Municipal Affairs, Ontario, 1934-1935. (*Sessional Papers No. 56.*)

Report of Department of Labour for the fiscal period, November 1st to March 31st, 1935. (*Sessional Papers No. 10.*)

The Honourable the Prime Minister laid upon the Table of the House certain statistical information quoted by Mr. Clark during his address on the 5th inst., on the debate on motion for an address in reply to the Speech from the Throne. (*Sessional Papers No. 57.*)

The House then adjourned at 4.35 p.m.

MONDAY, MARCH 9TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 36), intituled "An Act to amend The Public Hospitals Act." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 37), intituled, "An Act to amend The Sanatoria for Consumptives Act." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 38), intituled "An Act to amend The Municipal Act." *Mr. Ellis.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 39), intituled "An Act to amend The Local Improvement Act." *Mr. Ellis.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Hill asked the following Question (No. 14):—

1. How much has been paid for Motor Car rentals by the Government since September 1, 1934, to date, by: (a) Department of Northern Development; (b) Department of Lands and Forests.

The Honourable the Minister of Lands and Forests replied as follows:—

1. (a) \$3,249.91; (b) \$58.85.

Mr. Lapierre asked the following Question (No. 68):—

1. What is the length of the road between Sudbury and Conniston constructed by the Department of Northern Development. 2. What was the total cost of this road up to July 11, 1934. 3. What amount of the total was done by contract.

The Honourable the Minister of Lands and Forests replied as follows:—

1. 7.8 miles. 2. \$507,737.24. 3. \$386,625.55.

Mr. Challies asked the following Question (No. 76):—

1. What is the cost of the new cell block at Industrial Farm, Burwash, to date. 2. Is this building completed, and if not, when will it be completed, and what is the estimated cost of completion. 3. How many cells are provided therein and if there is dormitory space in addition to cells; what is the normal dormitory capacity.

The Honourable the Provincial Secretary replied as follows:—

1. \$169,716.68. 2. Yes. Cost completed \$169,716.68. 3. 168 cells. No dormitory.

Mr. Challies asked the following Question (No. 77):—

1. Of the item on Page S-22, Public Accounts, 1935, relating to sale of produce, etc., from Industrial Farm, Burwash, \$10,968.29; what portion represents sale of products of the farm and what, if any, constitutes resale of goods from the institution store.

The Honourable the Provincial Secretary replied as follows:—

Sale of produce, \$4,269.78; Resale of goods, \$6,698.51.

Mr. Henry asked the following Question (No. 84):—

1. What was the purchases in the aggregate, for each of the following, of the Ontario Government Loan series, B.E., sold in June, 1935: (a) Mining Companies; (b) Banks; (c) Insurance Companies; (d) Manufacturing and Commercial Houses; (e) Trust and Mortgage Companies; (f) Department and Chain Stores; (g) Provincial Savings Offices; (h) Sundry Individuals.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

It is not in the public interest to give this information.

Mr. Price asked the following Question (No. 91):—

1. (a) How many, if any, municipalities in the Province of Ontario have during the past year been requested by this Government to transfer their deposits from any chartered bank to any branch of the Ontario Government Savings Bank; (b) What are the names of these municipalities. 2. (a) How many municipalities in the Province of Ontario have during the past year transferred their accounts to any branches of the Ontario Savings Bank; (b) What were the names of these municipalities.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. (a) None; (b) Answered by (a).
2. (a) and (b) Information not available.

The Order of the Day for resuming the Adjourned Debate on the motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time, Mr. Duckworth moved, seconded by Mr. Lawrence,

That the motion now before the House be amended by adding thereto the following words:—

But this House regrets the absence of any mention in the Speech from the Throne of any constructive measures tending towards the alleviation of the terrible unemployment condition which affects the economic and social stability of thousands of our citizens and through them the economic and social stability of the province as a whole; and further, that this House regrets the absence of any mention in the said Speech from the Throne of any concrete figures to show that taxation and governmental expenditures were actually reduced.

And a Debate arising, after some time, it was on the motion of Mr. Hunter,

Ordered, That the Debate be adjourned.

The House then adjourned at 11.35 p.m.

TUESDAY, MARCH 10TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Newman from the Standing Committee on Standing Orders presented their third report which was read as follows and adopted:—

Your Committee has carefully examined the following Petitions and find the notices as published in each case sufficient:—

Of the Municipal Corporation of the Township of York, praying that an Act may pass authorizing partial exemption from taxation of additions to new dwelling houses, and for other purposes.

Of the Municipal Corporation of the Front of Leeds and Lansdowne, praying that an Act may pass exempting from all taxation for a period of ten years a bridge over the St. Lawrence River to be known as the Thousand Islands Bridge.

Of the Municipal Corporation of the City of St. Catharines, praying that an Act may pass to validate a debenture by-law of \$150,000.00 and to validate tax sales.

Of the Corporation of the County of Kent, praying that an Act may pass validating the equalization of assessment of the Municipalities in the County as set for the last twenty years and for the year 1936.

Of the Mercantile Fire Insurance Company, praying that an Act may pass enlarging the scope of the operations of the Company.

Of the Ratepayers of the Roman Catholic Schools of Ward Six of the Town of Eastview, praying that an Act may pass authorizing the establishment of a Roman Catholic Separate School Board for the said Ward Six in the Town of Eastview.

Of the Corporation of the Township of Scarborough, praying that an Act may pass repealing certain sections of the Act respecting the Township of Scarborough of 1933, being Chapter 98, Statutes of Ontario, 1933.

Your Committee recommends that Rule No. 60 of Your Honourable House be suspended in this that the time for presenting Petitions for Private Bills be extended until and inclusive of Tuesday, the 17th day of March next, and that the time for introducing Private Bills be extended until and inclusive of Tuesday, the 24th day of March next.

Ordered, That the time for presenting Petitions for Private Bills be extended until and inclusive of Tuesday, the 17th day of March next, and that the time for introducing Private Bills be extended until and inclusive of Tuesday, the 24th day of March next.

The following Bills were severally introduced and read the first time:—

Bill (No. 11), intituled "An Act respecting the Township of York." *Mr. Gardhouse.*

Referred to the Committee on Private Bills.

Bill (No. 17), intituled "An Act respecting the Municipal Corporation of the Front of Leeds and Lansdowne and Thousand Islands Bridge Company." *Mr. Fulford.*

Referred to the Committee on Private Bills.

Bill (No. 21), intituled "An Act respecting the City of St. Catharines."
Mr. Avery.

Referred to the Committee on Private Bills.

Bill (No. 23), intituled "An Act respecting The Mercantile Fire Insurance Company." *Mr. Strachan.*

Referred to the Committee on Private Bills.

Bill (No. 27), intituled "An Act respecting the Township of Scarborough."
Mr. Henry.

Referred to the Committee on Private Bills.

Bill (No. 40), intituled "An Act to amend The Municipal Act." *Mr. Hunter.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Henry asked the following Question (No. 11):—

1. What persons or companies have been engaged by the Hydro-Electric Power Commission or this Government outside the regular Hydro staff, since July 11, 1934, to advise on Hydro matters. 2. What was the date of engagement in each case. 3. What is the rate of remuneration paid in each case. 4. How much has been paid in each case. 5. How much is still to be paid in each case. 6. What person, persons or companies are at the present time engaged in an advisory capacity to the Ontario Electric Power Commission or this Government in matters relative to the production and distribution of Hydro-Electric Power in Ontario.

The Honourable the Attorney-General replied as follows:—

1. (1) Acres, H. G.; (2) Stone & Webster, Engineering Corp.; (3) German, J. C. M.; (4) Harvey, Jas. G.; (5) McCarthy & McCarthy; (6) McRuer, Mason, Cameron & Brewin; (7) Long & Daly; (8) Duncan, Lewis; (9) R. S. Robertson, K.C. 2. (1) November 16, 1934, to November 23, 1934; August 8, 1934, to April 23, 1935; (2) October 3, 1934, to December 31, 1935; (3) July, 1934; (4) July 17, 1934; (5) October 19, 1934; (6) July 12, 1934; (7) November and December, 1934; (8) August 1, 1934; (9) November 6, 1934; January 22, 1936; February 15, 1936; January 23, 1936. 3. (1) \$100.00, \$750.00; (2) \$83.33 and \$125.00 per day; (a) Survey of the present and future power requirements of southern Ontario, including a report on the past and anticipated loads of all municipalities served or to be served by the Commission, \$15,000.00; (b) Survey of Commission's present resources for generation and transmission of electrical power from its existing generating plants and of its undeveloped power resources; also report on available sources of power supply within the Commission's control or which may be made available, including information and plans for the generation of power from steam plants in view of the threatened termination of power

supply from the Quebec Power Companies, \$5,057.08; (c) Survey of southern Ontario power transmission system of the Commission with special reference to the capacity of the high tension transmission lines constructed to transmit power from the East, including transformer stations and other high tension line equipment; also a similar study with regard to the capacity of transmission lines and equipment supplying power from Niagara; also a general review of the Commission's distribution system to determine the losses on power transmitted from the East as compared with power supplied from Niagara, \$1,394.59; (d) Services in a consulting and advisory capacity of Chief Consultant of Stone & Webster, Mr. W. F. Ryan, for a period of many months, to advise the Commission on emergency engineering problems which arose on account of the threatened cutting off of power from Eastern Ontario by the Quebec Power Companies and preparatory to the cancellation of the Quebec power purchase agreements; also services of Mr. Ryan in an advisory capacity with regard to the redistribution of the power loads in accordance with new or proposed new sources of power supply, \$5,349.56; total, \$26,801.23; (3) \$100.00; (4) \$60.00 per day; (5) \$150.00, \$150.00; (6) Not to exceed \$100.00 per day; (7) \$2,000.00; (8) \$1,000.00, \$25.00, \$600.00, \$1,750.00, \$708.67, \$650.00, \$500.00, \$100.00, \$2,250.00, \$750.00, \$1,450.00, \$1,600.00, \$150.00, \$1,038.00, \$150.00, \$750.00, \$1,600.00, \$1,500.00. 4. (1) \$100.00, \$750.00; (2) \$26,801.23; (3) \$100.00; (4) \$1,800.00; (5) \$300.00 (disbursements); (6) \$3,582.11; (7) \$2,000.00; (8) \$15,325 and disbursements, \$1,246.67. 5. (1) Nil; (2) Nil; (3) Nil; (4) Nil; (5) No further bills rendered; (6) Nil; (7) Nil; (8) Nil; (9) No bills rendered. 6. None.

Mr. Challies asked the following Question (No. 28):—

1. How many contracts have been entered into, to date, by the Hydro-Electric Power Commission, for the sale of power from Abitibi Canyon Power Development. 2. What are the rates and terms of contract in each case. 3. What is the total power contracted for to date. 4. How many units are installed.

The Honourable the Attorney-General replied as follows:—

1. Fifteen contracts. Made up of twelve contracts for firm power, one contract for interruptible power and two contracts for at-will, one of the latter being temporary power only. Also three local distributing systems served directly to over 300 consumers by individual contracts with each consumer.

2. Contracts covering power sold from the Abitibi Canyon Development are nearly all standard as to terms and rates.

FIRM POWER RATES

\$32.50 per horsepower per annum 1 horsepower to 5,000 horsepower
 22.50 per horsepower per annum 5,000 horsepower to 10,000 horsepower
 17.50 per horsepower per annum 10,000 horsepower to 20,000 horsepower
 22.50 per horsepower per annum For all power over 20,000 horsepower—
 Plus $4\frac{1}{4}$ mills for K.W.H. for all consumption in excess of 85% load factor.

One firm power contract has a straight line rate of $4\frac{1}{4}$ mills per K.W.H. for all consumption—Minimum \$18.00 per h.p. per annum. In the Kirkland Lake District where power is sold at the same voltage as the Northern Canada Power Corporation, rates are \$2.50 and \$1.50 per h.p. per annum higher than the above schedule. The one interruptible power contract carries the following rates:

2 mills per K.W.H. with a minimum of \$10.00 per h.p. per annum.

One at-will power contract carries a rate of .78 mills per K.W.H., and the other, which is a temporary contract from day to day, carries a rate of .65 mills per K.W.H.

The contracts covering the sale of firm power from the Abitibi Canyon Development are practically all standard as to terms and conditions.

Duration of the contracts varies from life of mine to two, five and ten year periods.

Customer is required to post a Bond with the Commission equivalent to cost of transmission line required to give service. This Bond is returnable on the basis of 10% per annum, or 25% of annual power bill. Customer is also required to post additional bond equivalent to three months' power bill. This bond is held by the Commission as long as contract remains in force.

Power is supplied at transmission voltage and customer required to supply transformation to distribution voltage.

Power is supplied on basis of ten-minute average peak at 85% power factor.

Minimum amount of power to be paid for is 75% of previous maximum demand. Customer allowed to drop back to 50% of highest peak established during the year at end of each contract year.

Customer allowed a reduced minimum, if production interrupted due to a fault, or when searching for new ore bodies.

If customer desires to increase demand beyond contract amount to the maximum set out in the contract, the Commission must be given reasonable time to provide new works if existing works are insufficient to provide for new demands.

The one interruptible power contract carries a special "Interruption" clause, providing that interruptions shall not exceed one per day, with each interruption not longer than five hours, and the total interruptions in any one month not to exceed 10% of the total hours in the month.

Other terms and conditions outside of rate are standard.

The two at-will power agreements provide for curtailment of power supply, either in part or for total amount, by the Commission, at the will of the Commission at any time. Other conditions outside of the rate are standard.

Contracts with individual consumers in the three local distributing systems carry rates as follows:—

Domestic Service—Service Charge—33c and 66c.

6c per kilowatt-hour for the first 50 kw.hrs-
2c per kilowatt-hour for the balance.

Prompt payment discount—10%.

Minimum monthly bills range from \$2.00 to
\$2.50 per month.

Commercial Service—Service Charge—5c per 100 watts per month.

6c per kilowatt-hour for the first 100
hours' use per month of connected load
or maximum demand.

2c per kilowatt-hour for all additional.

Prompt payment discount—10%.

Minimum monthly bills range from \$3.00
to \$3.50 per month.

Power Service—Kilowatt-hour rates and service charge based on \$40.00 and
\$45.00 per horsepower per annum.

3. Maximum firm power under contract.....	111,000 H.P.
Maximum interruptible power under contract.....	5,000 "
Additional interruptible power—if available.....	5,000 "
Power for three local distributing systems which depend on actual demand—e.g., January, 1936, sales.....	106 "
	106 "
Total firm and interruptible power contracted for.....	121,106 H.P.

4. Four units installed, and in operation; installation of fifth and last unit nearly completed.

Mr. Glass asked the following Question (No. 33):—

1. What Ministers of the Government had automobiles and chauffeurs provided for their use in each year, 1930 to 1936, inclusive. 2. (a) How many cars were purchased for this purpose and what was the cost of each; (b) What was the total cost each year for operating each car, including wages, uniform and expenses of chauffeur. 3. (a) What was the cost of operating the Highways Garage for each year, 1930 to 1935, inclusive; (b) What was the revenue from the Garage for each of the same years.

The Honourable the Minister of Public Works and Highways replied as follows:—

1.—	1930	Cost of Operating
Premier.....	Hon. G. H. Ferguson.....	\$2,759.30
Treasurer.....	“ J. D. Monteith.....	} 2,988.33
	“ E. A. Dunlop.....	
Health.....	“ Dr. Forbes Godfrey.....	} 3,077.95
	“ Dr. J. M. Robb.....	
Provincial Secretary.....	“ Lincoln Goldie.....	} 3,193.57
	“ Leopold Macaulay.....	
Highways.....	“ G. S. Henry.....	2,744.95
Agriculture.....	“ J. S. Martin.....	} 3,294.87
	“ T. L. Kennedy.....	
Mines.....	“ Charles McCrea.....	3,143.03
Attorney-General.....	“ W. H. Price.....	2,901.54
Lands and Forests.....	“ Wm. Finlayson.....	3,968.78
Public Works.....	“ G. S. Henry.....	} 290.30
	“ Dr. J. D. Monteith.....	
Welfare.....		.....
		<u>\$28,362.62</u>

	1931	Cost of Operating
Premier.....	Hon. G. H. Ferguson.....	} \$2,465.54
	“ G. S. Henry.....	
Treasurer.....	“ E. A. Dunlop.....	1,982.15
Health.....	“ Dr. J. M. Robb.....	2,370.06
Provincial Secretary.....	“ Leopold Macaulay.....	} 3,536.23
	“ G. H. Challies.....	
Highways.....	“ G. S. Henry.....	} 1,575.69
	“ Leopold Macaulay.....	
Agriculture.....	“ T. L. Kennedy.....	2,728.89
Mines.....	“ Charles McCrea.....	2,526.65
Attorney-General.....	“ W. H. Price.....	3,101.57
Lands and Forests.....	“ Wm. Finlayson.....	3,634.27
Public Works.....	“ Dr. J. D. Monteith.....	2,913.19
Welfare.....	“ W. G. Martin.....	3,989.67
		<u>\$30,823.91</u>

	1932	Cost of Operating
Premier.....	Hon. G. S. Henry.....	\$3,145.76
Treasurer.....	“ E. A. Dunlop.....	2,844.84
Health.....	“ Dr. J. M. Robb.....	2,944.68
Provincial Secretary.....	“ G. H. Challies.....	3,308.06
Highways.....	“ Leopold Macaulay.....	3,715.31
Agriculture.....	“ T. L. Kennedy.....	3,211.03
Mines.....	“ Charles McCrea.....	3,085.28
Attorney-General.....	“ W. H. Price.....	3,476.39
Lands and Forests.....	“ Wm. Finlayson.....	4,329.70
Public Works.....	“ Dr. J. D. Monteith.....	3,226.75
Welfare.....	“ W. G. Martin.....	3,490.29
		<u>\$36,778.09</u>

	1933	Cost of Operating
Premier.....	Hon. G. S. Henry.....	\$2,537.81
Treasurer.....	“ E. A. Dunlop.....	2,398.54
Health.....	“ Dr. J. M. Robb.....	2,697.12
Provincial Secretary.....	“ G. H. Challies.....	3,302.09
Highways.....	“ Leopold Macaulay.....	3,254.63
Agriculture.....	“ T. L. Kennedy.....	3,405.64
Mines.....	“ Charles McCrea.....	3,410.09
Attorney-General.....	“ W. H. Price.....	3,229.15
Lands and Forests.....	“ Wm. Finlayson.....	3,337.11
Public Works.....	“ Dr. J. D. Monteith.....	3,194.84
Welfare.....	“ W. G. Martin.....	3,714.21

 \$34,481.23

To July 11, 1934

		Cost of Operating
Premier.....	Hon. G. S. Henry.....	\$2,158.22
Treasurer.....	“ G. S. Henry.....	Nil
Health.....	“ Dr. J. M. Robb.....	1,886.17
Provincial Secretary.....	“ G. H. Challies.....	1,442.52
Highways.....	“ Leopold Macaulay.....	1,946.65
Agriculture.....	“ T. L. Kennedy.....	2,174.16
Mines.....	“ Charles McCrea.....	2,077.43
Attorney-General.....	“ W. H. Price.....	2,078.46
Lands and Forests.....	“ Wm. Finlayson.....	2,408.61
Public Works.....	“ Leopold Macaulay.....	Nil
Welfare.....	“ W. G. Martin.....	2,291.48

 \$18,463.70

From July 11, 1934 to date

		Cost of Operating
Premier.....	Hon. M. F. Hepburn.....	Nil
Treasurer.....	“ M. F. Hepburn.....	Nil
Health.....	“ J. A. Faulkner.....	Nil
Provincial Secretary.....	“ H. C. Nixon.....	Nil
Highways and Public Works.....	“ T. B. McQuesten.....	Nil
Agriculture.....	“ Duncan Marshall.....	Nil
Mines.....	“ Paul Leduc.....	Nil
Attorney-General.....	“ A. W. Roebuck.....	Nil
Lands and Forests.....	“ Peter Heenan.....	Nil
Education.....	“ L. J. Simpson.....	Nil
Welfare.....	“ Hon. D. A. Croll.....	Nil

2. (a) 12 cars purchased 1930 to 1936—

1.....	\$2,400.00
2.....	1,595.00
3.....	4,200.00
4.....	2,000.00
5.....	2,090.00
6.....	2,200.00

7.....	\$2,300.00
8.....	3,792.79
9.....	3,100.00
10.....	2,134.00
11.....	2,915.00
12.....	2,365.00
Total.....	\$31,091.79

2. (b) Answered by No. 1.

3. (a) Cost of operating Automobile and Equipment Branch before deducting Revenue:

To October 31, 1930.....	\$256,880.97
" " 31, 1931.....	221,499.85
" " 31, 1932.....	185,667.48
" " 31, 1933.....	185,793.76
" " 31, 1934.....	175,421.17
" December 31, 1935.....	139,920.40
Total.....	\$1,165,183.63

3. (b) Revenue from Garage:

To October 31, 1930.....	\$157,457.44
" " 31, 1931.....	157,175.22
" " 31, 1932.....	154,869.26
" " 31, 1933.....	103,551.20
" " 31, 1934.....	117,235.54
" December 31, 1935.....	118,180.91
Total.....	\$808,469.57

Mr. Black asked the following Question (No. 48):—

1. How much money has been paid from July, 1934, to date, on the Highway between Belleville and Bancroft, Ontario. 2. How much of this Highway has been completed to date. 3. What is the estimated cost to finish this work. 4. How many camps were constructed for the accommodation of employees in connection with this work. 5. What was the cost of material used in constructing these camps. 6. Was the material so used purchased by tender, and if so, when and where were tenders called for.

The Honourable the Minister of Public Works and Highways replied as follows:—

1. \$270,309.64. 2. Nine miles. 3. Madoc to Bancroft, \$1,390,000.00 based on being done by contract. 4. Six. 5. \$13,622.21. 6. No; purchased on quotations supplied by local dealers.

Mr. Challies asked the following Question (No. 65):—

1. What alterations of construction has been authorized, undertaken or completed at the Chats Falls Plant of the Ontario Hydro-Electric Power Commission, during the year of 1935. 2. What was the total cost. 3. (a) What machinery or electrical equipment was purchased in connection with this work; (b) From whom; (c) What was the cost in each case. 4. Were tenders advertised for this equipment or machinery. 5. What tenders were received and for what amounts. 6. What additional power lines, if any, have been constructed from the Chats Falls Plant of the Ontario Hydro-Electric Power Commission during the year 1935. 7. Where do these lines run; what was the total mileage and what was the total costs of construction. 8. What engineer or engineers recommended the work during 1935 at the Chats Falls Plant of the Ontario Hydro-Electric Power Commission. 9. Who was the engineer in charge of the new work during 1935 at the Chats Falls Plant. 10. What system or systems have secured power from Chats Falls Plant during 1935 and what was the 20-minute peak in horse-power per month in each case. 11. What system will be charged for the extra capital expenditures in connection with the work at the Chats Falls Plant during 1935.

The Honourable the Attorney-General replied as follows:—

1. Installation of one 45,000 kv.-a. frequency changer set; construction of eight (8) operators' houses. 2. Frequency Changer—\$918,083.99; Operators' houses—\$33,207.92.

3.—	(a)	(b)	(c)
	Item	Purchased from	Cost
	Frequency Changer Set.....	Canadian Westinghouse Co., Ltd.	\$500,000.00
	45,000 kv.-a. Transformer and Switching Equipment.....	Canadian Westinghouse Co., Ltd.	143,387.25

4. No.

5. Tenders received from	Item	
Canadian Westinghouse Co.....	Frequency Changer Set.....	\$500,000.00
Canadian Westinghouse Co.....	45,000 kv.-a. Transformer and Switching Equipment.....	143,387.25

6. None. 7. See No. 6. 8. Mr. W. F. Ryan, Special Engineering Adviser, of the firm of Stone & Webster Engineering Corporation, Boston, Mass.; his recommendation being approved by the Engineering Committee of the Commission, comprising Messrs. Jeffery, Hogg, Brandon and Don Carlos. 9. Dr. T. H. Hogg.

10. 20-Minute Peaks in Horsepower for 1935—

	Niagara System		Eastern Ontario System
January.....	88,472		.....
February.....	94,504		.....
March.....	85,791		.....
April.....	73,727		.....
May.....	96,515		.....
June.....	89,142		.....
July.....	60,322		.....
August.....	87,131		.....
September.....	81,769		.....
October.....	77,748	+	77,748
			58,311
			<hr/>
			136,059
November.....	115,952		.....
December.....	115,952	+	10,054
			115,952
			<hr/>
			126,006

11. Charges not finally allocated.

Mr. Challies asked the following Question (No. 69):—

1. In connection with the recent Bond Issue of the Hydro-Electric Power Commission, what were: (a) The total amount of this issue; (b) The terms of this issue, including interest rate and maturity; (c) Were tenders called; and if so, where were they advertised, giving date and naming publications.

The Honourable the Attorney-General replied as follows:—

1. (a) \$15,000,000; (b) The said Bonds are dated 2nd March, 1936, are payable 1st March, 1941, and bear interest at the rate of two and one-half per cent. (2½%) per annum, payable half-yearly on the first day of March and September in each year; (c) Yes, by circular letter dated February 18th, 1936.

Mr. Craig asked the following Question (No. 103):—

1. Why was Mrs. J. A. Connell, of Algonquin, Secretary of the Mothers' Allowance Board for Grenville County, dismissed. 2. Were there any complaints or charges against her. 3. Who took over her work. 4. Upon whose recommendation was the change made.

The Honourable the Minister of Public Welfare replied as follows:—

1. Not dismissed; term of office expired on December 31st, 1935. (Members of Local Boards receive their appointment for one year only.) 2. No. 3. Mrs. James Riddell, Spencerville. 4. Local Boards appoint their own officers and Mrs. Riddell was the choice for the office of Secretary.

The Order of the Day for resuming the Adjourned Debate on the Amendment to the Motion for consideration of the Speech of The Honourable the Lieutenant-Governor at the opening of the Session, having been read,

The Debate was resumed and, after some time,

The Amendment to the Motion adding thereto the following words:—

“But this House regrets the absence of any mention in the Speech from the Throne of any constructive measures tending towards the alleviation of the terrible unemployment condition which affects the economic and social stability of thousands of our citizens and through them the economic and social stability of the province as a whole; and further, that this House regrets the absence of any mention in the said Speech from the Throne of any concrete figures to show that taxation and governmental expenditures were actually reduced,”

Having been put was lost on the following Division:—

YEAS

Acres	Elgie	Lancaster
Baird	Ellis	Lawrence
Black	Heighington	Macaulay
Challies	Henry	Murphy
Craig	Hill	Nesbitt
Duckworth	Kidd	Price—18.

NAYS

Allen	Freeborn	Newman
Anderson	Fulford	Nixon
Armstrong	Gardhouse	(Brant)
Asmussen	Glass	Nixon
Avery	Gordon	(Temiskaming)
Baker	Guthrie	Oliver
Ballantyne	Habel	Patterson
Belanger	Heenan	Roberts
Bethune	Hepburn	Robertson
Blakelock	Houck	Roebuck
Bowerman	Hunter	Rowlandson
Bradley	Kelly	Sangster
Bragg	King	Schwenger
Brownridge	Kirby	Simpson
Campbell	Lapierre	Sinclair
Carr	Leduc	(Bruce)
Clark	Marceau	Sinclair
Crawford	Marshall	(Ontario)
Croll	Miller	Smith
Croome	Murray	Strachan
Dewan	Macfie	Tanner
Dickson	McQuesten	Trottier
Duncan	McQuibban	Wigle—67.
Faulkner	McVicar	

And the main Motion having been submitted was carried on the following Division:—

YEAS

Allen	Freeborn	Newman
Anderson	Fulford	Nixon
Armstrong	Gardhouse	(Brant)
Asmussen	Glass	Nixon
Avery	Gordon	(Temiskaming)
Baker	Guthrie	Oliver
Ballantyne	Habel	Patterson
Belanger	Heenan	Roberts
Bethune	Hepburn	Robertson
Blakelock	Houck	Roebuck
Bowerman	Hunter	Rowlandson
Bradley	Kelly	Sangster
Bragg	King	Schwenger
Brownridge	Kirby	Simpson
Campbell	Lapierre	Sinclair
Carr	Leduc	(Bruce)
Clark	Marceau	Sinclair
Crawford	Marshall	(Ontario)
Croll	Miller	Smith
Croome	Murray	Strachan
Dewan	Macfie	Tanner
Dickson	McQuesten	Trottier
Duncan	McQuibban	Wigle—67.
Faulkner	McVicar	

NAYS

Acres	Elgie	Lancaster
Baird	Ellis	Lawrence
Black	Heighington	Macaulay
Challies	Henry	Murphy
Craig	Hill	Nesbitt
Duckworth	Kidd	Price—18.

And it was,

Resolved, That an humble Address be presented to The Honourable the Lieutenant-Governor of the Province of Ontario, as follows:—

*To The Honourable Herbert Alexander Bruce,
a Colonel in the Royal Army Medical Corps, F.R.C.S. (Eng.),
Lieutenant-Governor of the Province of Ontario.*

We, His Majesty's most dutiful and loyal subjects, the Legislative Assembly of the Province of Ontario, now assembled, beg leave to thank Your Honour for the gracious speech Your Honour has addressed to us.

The Address, having been read the second time, was agreed to.

Ordered, That the Address be engrossed and presented to The Honourable the Lieutenant-Governor by those Members of this House who are Members of the Executive Council.

On motion by Mr. Hepburn, seconded by Mr. Nixon,

Resolved, That this House will on Thursday next resolve itself into the Committee of Supply.

On motion by Mr. Hepburn, seconded by Mr. Nixon,

Resolved, That this House will on Thursday next resolve itself into the Committee of Ways and Means.

The House then adjourned at 11.25 p.m.

WEDNESDAY, MARCH 11TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 41), intituled "An Act to amend The Municipal Act." *Mr. Hunter.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 42), intituled "An Act to amend The Voters List Act." *Mr. Glass.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 43), intituled "An Act to amend The Municipal Act." *Mr. Kelly.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 44), intituled "An Act respecting the Fumigation of Premises." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 45), intituled "An Act to amend The Public Health Act." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 46), intituled "An Act for the Regulation of Tourists Camps." *Mr. Faulkner.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 47), intituled "An Act to amend The Municipal Act." *Mr. McBride.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Challies asked the following Question (No. 35):—

1. On what date or dates was refusal made to accept power due under contract from any power company in Quebec for delivery in Ontario to the Ontario Hydro-Electric Power Commission since July, 1934. 2. What were the companies in each case and the amount of Electric Horsepower refused in each case.

The Honourable the Attorney-General replied as follows:—

1. (a) June 5th, 1935; (b) September 21st, 1935; (c) October 21st, 1935; (d) October 22nd, 1935. 2. (a) MacLaren Quebec Power Company—27,000 horsepower due July 1st, 1935; (b) Gatineau Power Company—6,000 horsepower due October 1st, 1935; Beauharnois Light, Heat and Power Company—67,000 horsepower due October 1st, 1935; (c) Ottawa Valley Power Company—96,000 horsepower, MacLaren Quebec Power Company—26,500 horsepower, Beauharnois Light, Heat & Power Company—129,000 horsepower; (d) MacLaren Quebec Power Company—13,500 horsepower.

Mr. Hill asked the following Question (No. 85):—

1. What is the cost to date of well drilling and purchase of pumping and incidental equipment of the Industrial Farm, Burwash. 2. Has a satisfactory water supply been secured as the result of drilling operations. 3. Is water for domestic purposes still being used at the Industrial Farm, Burwash, drawn from the small lake into which the institution sewage is being passed.

The Honourable the Provincial Secretary replied as follows:—

1. Cost to July 11, 1934—\$6,392.01; cost since July 11, 1934—None.
2. No. 3. No.

Mr. Craig asked the following Question (No. 86):—

1. Has the Ontario Agricultural Demonstration Farm at New Liskeard, Ontario, been reopened. 2. If so, on what date. 3. What are the total expenditures made in this connection since this demonstration farm has been reopened.

The Honourable the Minister of Agriculture replied as follows:—

1. Yes. 2. April 1st, 1935. 3. \$10,230.61.

Mr. Hill asked the following Question (No. 87):—

1. Were district conferences of inspectors of the Agricultural Development Board held in May, June, or July, of last year. 2. What were the objects of such conferences. 3. How many such conferences were held and what was the total cost of the same, including the services and expenses of all officials present. 4. Why were such conferences held in May, June or July if the services of such inspectors were to be dispensed with in August.

The Honourable the Minister of Agriculture replied as follows:—

1. District conferences of inspectors were held in the months of March and June. 2. The objects of such conferences were for the purpose of instructing the inspectors in their duties. 3. There were four such conferences held at a total cost of \$100.60. 4. The services of such inspectors were not dispensed with.

Mr. Hill asked the following Question (No. 90):—

1. How many municipalities in Ontario have, since the Cash Relief System was introduced, adopted this plan of Relief. 2. What are the names of these municipalities. 3. How many, if any, of these municipalities have since abolished the Cash Relief System, either partially or entirely. 4. What are the names of these municipalities.

The Honourable the Minister of Public Welfare replied as follows:—

1. 197.

2.—

Amherstburg town	Blenheim town	Bala
Ancaster township	Bradford village	Braeside
Aylmer town	Brantford city	Bobcaygeon
Alvinston village	Brantford township	Bleazard township
Arthur village	Burford township	Bruce Mines
Athens village	Brockville town	Belmont and Methuen township
Bancroft village	Belleville	Clinton township
Barton township	Bracebridge town	Cardinal village
Beamsville village	Beverly township	

2.—Continued

Chatham township	Humberstone township	Orangeville
Coldwater village	Hillier township	Orillia
Chesterville village	Havelock village	Oshawa
Cornwall township	Hawkesbury town	Owen Sound
Chapple township	Kemptville	Oneida township
Carleton Place	Kenora	Oxford West township
Capreol	Kitchener	Oakville
Caistor township	King township	Parry Sound
Chatham city	Kingston city	Port Sydney
Chippawa village	Kingston township	Powassan
Cumberland township	Kearney	Pelham township
Cornwall township	London city	Pembroke town
Collingwood town	Kenyon township	Picton
Camden East township	Lakefield	Petrolia
Crystal Beach village	Leaside	Portland township
Deseronto	Listowel	Pickering township
Drury, Denison and Graham townships	London township	Port Arthur
Dumfries South township	Lochiel township	Port McNicoll
Dumfries North township	Lindsay town	Port Rowan
Dorchester North township	Loughboro township	Port Perry
Durham town	Long Branch	Paris
Dundas town	Louth township	Palmerston
Eastview town	Lancaster village	Port Credit
Etobicoke township	McLean township	Port Hope
Eramosa township	Macauley township	Portsmouth
Erin village	Machin township	Reach township
Essex town	Madoc village	Richmond township
Fort Erie town	Markham township	Richmond Hill
Finch township	Midland	Riverside
Fort William	Mimico	Ridgetown
Flamboro East township	Monaghan North township	Rockland
Frankford village	Monck township	St. Marys
Fredericksburg North township	MacDougall township	Sandwich East township
Galt	Milton	Sandwich West township
Gloucester township	Magnetawan village	Sudbury
Gwillimbury East township	Morrisburg	Stamford township
Gosfield South township	Meaford	Sarnia city
Gosfield North township	Merrickville	Stratford
Guelph	Maidstone township	Swansea
Guelph township	Mariposa township	Storrington township
Grimsby South township	Nepean township	Seaforth town
Grimsby town	Niagara town	Scarborough township
Grimsby North township	Niagara township	Sidney township
Grantham township	New Toronto town	Trafalgar township
Gainsboro township	Niagara Falls	Thurlow township
Georgetown town	Norwich North township	Thorold town
Hamilton city	Norwood village	Tecumseh town
	Norwich South township	Tilbury West township
	Nassagaweya township	Toronto city
	Newmarket	Teck township
		Tweed village

2.—Continued

Tillsonburg town	Windsor	Whitby East township
Townsend township	Welland	Whitby town
Thorold township	Westminster township	Whitchurch township
Toronto township	Wellesley township	Yonge and Escott Rear township
Vaughan township	Whitby township	York township
Victoria Harbour	Weston	York North township
Waterloo township	Woodstock	York East township
Wilmot township	Wollaston township	

3. Information not available as all municipalities are urged to pay cash to relief recipients for whom work can be provided, and unemployables. Furthermore, work programmes are seasonable, depending upon climatic conditions and it is left to the municipalities to arrange their own work and to decide when it shall be done. So far as we know, most of the municipalities listed above are carrying on.

4. Answered by No. 3.

Mr. Henry asked the following Question (No. 97):—

What was the total peak power sold on the Niagara System inclusive of power used for steam production, export power, contractual obligations and peak demands for the following months: (a) January, 1935; (b) November, 1935; (c) December, 1935; (d) January, 1936.

The Honourable the Attorney-General replied as follows:—

NIAGARA SYSTEM

Total 25 and 60 Cycle 20-Minute Peaks (including export power and power used for steam production)

	(a)	(b)	(c)	(d)
	Jan., 1935	*Nov., 1935	*Dec., 1935	Jan., 1936
	Horsepower	Horsepower	Horsepower	Horsepower
25 Cycle System	1,261,796	1,068,767	1,080,697	1,085,925
60 Cycle System	54,155	55,362	56,032	56,166
Total (25 and 60 Cycle) . .	1,315,951	1,124,129	1,136,729	1,142,091

*Load reductions were made on primary and secondary power demands during November and December, 1935.

The above represents the total coincident demands on the 25 and 60 Cycle Systems for all classes of power.

Mr. Challies asked the following Question (No. 98):—

1. What was the maximum primary peak for power, each month on the Abitibi System, since operation commenced. 2. What is the combined primary and secondary peak for a similar period.

The Honourable the Attorney-General replied as follows:—

1.—

Month	1933 H.P.	1934 H.P.	1935 H.P.	1936 H.P.
January.....	.....	17,426	34,852	58,915
February.....	.....	20,107	34,182	.....
March.....	.....	28,686	35,523	.....
April.....	.....	28,820	32,485	.....
May.....	11,394	26,944	34,212	.....
June.....	14,718	26,908	34,210	.....
July.....	15,885	30,845	36,216	.....
August.....	15,375	27,035	41,307	.....
September.....	15,885	28,820	42,518	.....
October.....	15,777	31,501	43,731	.....
November.....	16,340	33,512	47,630	.....
December.....	14,745	32,842	57,357	.....

2.—

Month	1933 H.P.	1934 H.P.	1935 H.P.	1936 H.P.
January.....	.....	46,917	93,834	134,652
February.....	.....	61,796	93,029	.....
March.....	.....	67,024	94,906	.....
April.....	.....	59,785	88,115	.....
May.....	11,394	47,586	85,821	.....
June.....	14,718	33,208	83,272	.....
July.....	15,885	30,845	72,275	.....
August.....	15,375	58,000	84,068	.....
September.....	15,885	60,992	103,510	.....
October.....	45,389	64,075	96,814	.....
November.....	48,833	92,091	108,622	.....
December.....	46,890	93,029	138,390	.....

Mr. Lancaster asked the following Question (No. 101):—

1. What Fish and Game Association or Associations, Public Organizations, or persons recommended to the Government the change in the Goulais River-Ranger Lake Game Preserve boundaries. 2. What are the present boundaries of the Preserve.

The Honourable the Provincial Secretary replied as follows:—

1. Petition signed by certain interested citizens in the vicinity of Searchmont. 2. The original boundaries of the Preserve, as set out in the Order-in-Council dated April 16, 1930.

The following Bills were severally read the second time:—

Bill (No. 72), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 59), An Act to amend The Summary Convictions Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 76), An Act to amend The Bulk Sales Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 77), An Act to amend The Coroners Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 34), An Act to amend The County Judges Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 35), An Act to amend The Judicature Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 32), An Act to amend The Embalmers and Funeral Directors Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 33), An Act to amend The Mental Hospitals Act, 1935.

Referred to a Committee of the Whole House to-morrow.

The Order of the Day for the second reading of Bill (No. 36), An Act to amend The Public Hospitals Act, having been read,

Mr. Faulkner moved, That the Bill be now read the second time.

And a Debate having ensued, it was on the motion of Mr. Nesbitt,

Ordered, That the Debate be adjourned.

The Order of the Day for the second reading of Bill (No. 71), An Act to amend The Municipal Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The House resolved itself into a Committee to consider Bill (No. 53), An Act to amend The Municipal Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report progress, and ask for leave to sit again.

Resolved, That the Committee have leave to sit again.

The House then adjourned at 5.55 p.m.

THURSDAY, MARCH 12TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the Table:—

By Mr. Clark the Petition of the City of Windsor and the Windsor Utilities Commission.

Mr. Colter, from the Standing Committee on Private Bills, presented their first report which was read as follows and adopted:—

Your Committee beg to report the following Bills without amendment:—

Bill (No. 2), An Act respecting the Town of Meaford.

Bill (No. 15), An Act respecting the Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto.

Your Committee beg to report the following Bills with certain amendments:—

Bill (No. 3), An Act respecting the Grand Council of the Canadian Order of Chosen Friends.

Bill (No. 7), An Act respecting the Niagara Falls Building, Savings and Loan Association.

Your Committee beg to recommend that the following Bill be not reported:—

Bill (No. 1), An Act to authorize Alfred Pehlke to practise as a Drugless Practitioner.

Your Committee would recommend that the fees, less the penalties and the actual cost of printing, be remitted on Bill (No. 1), "An Act to authorize Alfred Pehlke to practise as a Drugless Practitioner," the same having been withdrawn by the promoter thereof, and on Bill (No. 15), "An Act respecting the Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto," on the ground that it relates to a religious institution.

Ordered, That the fees, less the penalties and the actual cost of printing, be remitted on Bill (No. 1), "An Act to authorize Alfred Pehlke to practise as a Drugless Practitioner," the same having been withdrawn by the promoter thereof, and on Bill (No. 15), "An Act respecting the Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto, on the ground that it relates to a religious institution.

The following Bills were severally introduced and read the first time:—

Bill (No. 48), intituled, "An Act to amend The Public Health Act." *Mr. Strachan.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 49), intituled "An Act to amend The Municipal Act." *Mr. Allen.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 5), intituled "An Act respecting Ladies Hairdressers." *Mr. Strachan.*

Referred to the Committee on Private Bills.

Bill (No. 12), intituled "An Act respecting Barbers." *Mr. Strachan.*

Referred to the Committee on Private Bills.

Bill (No. 16), intituled "An Act respecting Hairdressers and Barbers." *Mr. Gardhouse.*

Referred to the Committee on Private Bills.

Mr. Hepburn delivered to Mr. Speaker a message from The Lieutenant-Governor, signed by himself; and the said message was read by Mr. Speaker, and is as follows:—

HERBERT ALEXANDER BRUCE

The Lieutenant-Governor transmits Estimates of certain sums required for the service of the Province for the year ending 31st March, 1937, and recommends them to the Legislative Assembly.

GOVERNMENT HOUSE,
Toronto, March 12th, 1936.

(*Sessional Papers No. 2.*)

Ordered, That the message of The Lieutenant-Governor, together with the Estimates accompanying the same, be referred to the Committee of Supply.

The Order of the Day for the House to resolve itself into the Committee of Supply having been read,

Mr. Hepburn moved,

That Mr. Speaker do now leave the Chair and that the House do resolve itself into the Committee of Supply.

And a Debate having ensued, it was, on the motion of Mr. Price,

Ordered, That the Debate be adjourned until Tuesday next.

The House then adjourned at 5.45 p.m.

FRIDAY, MARCH 13TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was read and received:—

Of the Corporation of the City of Windsor and the Windsor Utilities Commission, praying that an Act may pass abolishing the Windsor Finance Commission, providing for the election of the Windsor Utilities Commission and for other purposes.

The following Bills were severally introduced and read the first time:—

Bill (No. 50), intituled "An Act to amend The Municipal Act." *Mr. Lawrence.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 25), intituled "An Act respecting the Roman Catholic Separate Schools of Ward Six of the Town of Eastview." *Mr. Des Rosiers.*

Referred to the Committee on Private Bills.

Bill (No. 52), intituled "An Act to amend The Land Surveyor's Act." *Mr. Strachan.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 78), intituled "An Act to amend The Assessment Act." *Mr. Macfie.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 79), intituled "An Act respecting Commercial Vehicles." *Mr. McQuesten.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 80), intituled "An Act to amend The Assessment Act." *Mr. Lancaster.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 81), intituled "An Act to provide for imposing a Tax on the Purchasers of Gasoline." *Mr. McQuesten.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 82), intituled "An Act respecting the Handling of Gasoline." *Mr. McQuesten.*

Ordered, That the Bill be read a second time on Monday next.

Mr. Challies asked the following Question (No. 63):—

1. What moneys have been paid to the Provincial Treasurer by the Hydro-Electric Power Commission, giving amounts, dates, and on what account, since July 11, 1934. 2. What moneys have been paid to the Provincial Treasurer by the Ontario Liquor Control Board, giving amounts, dates, and on what account, since July 11, 1934.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

1.—

October 31, 1934.....	Interest on advances.....	\$4,800,449.85
“ “	Sinking Fund.....	2,412,398.33
“ “	Rural Loans.....	19,889.10
March 31, 1935.....	Interest on advances.....	4,026,760.87
“ “	Rural Loans.....	9,559.03

April 30, 1935.....	Return of advances in excess of requirements in year 1934.....	\$247,507.98
October 31, 1935.....	Interest on advances.....	5,517,262.20
“ “.....	Sinking Fund.....	2,410,683.65
December 2, 1935.....	The Commission's share of bond issue due December 1, 1935.....	7,436,297.86
December 31, 1935.....	On account of Commission's share of 1934-35 maturities.....	4,000,000 00
October 31, 1935.....	Rural Loans.....	14,516.94
September 5, 1935.....	Purchase of Province Bonds, 2¾%, 1937	12,000.00
“ “.....	Purchase of Province Bonds, 3%, 1940.	9,000.00
July, 1934, to date.....	Water Rentals.....	674,337.40
July, 1934, to date.....	Miscellaneous payments — Inspection, license fees, etc.....	17,611.69
Total.....		<u>\$31,608,274.90</u>

2.—

		From Liquor Control Board Profits	From Sale of Permits	For Confiscated Stock purchased by Liquor Control Board of Ontario
August	1, 1934.....	\$490,000.00	\$10,000.00	
September	1, “.....	500,000.00		
October	1, “.....	480,000.00	20,000.00	
“	30, “.....	1,000,000.00		
December	1, “.....	350,000.00	50,000.00	
January	2, 1935.....	500,000.00	50,000.00	
February	1, “.....	500,000.00	50,000.00	
March	1, “.....	475,000.00	25,000.00	
“	30, “.....	465,000.00	35,000.00	
April	30, “.....	600,000.00		
May	30, “.....	600,000.00	35,000.00	\$10,000.00
June	13, “.....	300,000.00		
“	28, “.....	300,000.00	10,000.00	
July	15, “.....	300,000.00		
“	31, “.....	300,000.00	10,000.00	
August	15, “.....	300,000.00		
“	30, “.....	300,000.00	20,000.00	
September	13, “.....	300,000.00		
“	30, “.....	300,000.00	25,000.00	
October	15, “.....	300,000.00		
“	31, “.....	300,000.00	25,000.00	
November	15, “.....	300,000.00		
“	30, “.....	300,000.00	25,000.00	
December	14, “.....	300,000.00		
“	31, “.....	900,000.00	100,000.00	
January	15, 1936.....	300,000.00		
“	31, “.....	400,000.00		
February	15, “.....	300,000.00		
“	29, “.....	250,000.00	50,000.00	
Grand Total.....				<u>\$12,560,000.00</u>

Mr. Acres asked the following Question (No. 70):—

1. What was the total amount received by the Agricultural Development Board or its successor in repayments of principal during the period from April 30 to December 31, 1935. 2. What was the total amount paid out in new loans during the same period. 3. Was the money received in repayment of principal used to finance these new loans, and if so to what extent. 4. What disposition was made of the balance, if any, of the principal moneys so received.

The Honourable the Minister of Agriculture replied as follows:

1. \$1,126,635.70. 2. \$513,530.97. 3. Yes, to the extent of \$513,530.97.
4. Retire debentures.

Mr. Hill asked the following Question (No. 74):—

1. How many applications for loans were considered by the Agricultural Development Board from November 1, 1933, to June 30, 1934. 2. How many of these applications were (a) granted; (b) refused. 3. What was the total amount paid out by the Board on loans during the period from November 1, 1933, to June 30, 1934. 4. How many applications for loans were considered by the Board from November 1, 1932, to June 30, 1933. 5. How many of these applications were (a) granted; (b) refused. 6. What was the total amount paid out by the Board on loans during the period from November 1, 1932, to June 30, 1933.

The Honourable the Minister of Agriculture replied as follows:—

1. 2,277. 2. (a) 2,030.; (b) 247. 3. \$3,396,942.04. 4. 2,990. 5. (a) 2,442;
(b) 548. 6. \$5,033,439.14.

Mr. Price asked the following Question (No. 79):—

1. What leaves of absence have been granted to Edmund G. Odette, Liquor Control Commissioner, since date of his appointment, including regular holidays, if any. 2. Have leaves of absence been with or without salary.

The Honourable the Prime Minister replied as follows:—

1. One vacation—a total of six weeks since appointment. 2. With salary.

Mr. Duckworth asked the following Question (No. 92):—

1. What were the total gallonage sales in each municipality in Ontario during the year 1935 for: (a) Beer; (b) Wine.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

Information as to the gallonage sales of beer and wine in each municipality in Ontario during 1935 is not available. The total sales of beer and wine from Liquor Control Board stores, breweries, brewers' warehouses, wineries and winery branch retail shops during 1935 were as follows: Beer—21,382,361 gallons; Wine—1,328,400 gallons.

Mr. Murphy asked the following Question (No. 93):—

1. How many licenses have been granted by the Liquor Control Board since July 15, 1934, which allows the establishment of stores for the purpose of selling wines in Ontario. 2. Where are these stores located, and by whom are they operated. 3. To whom were the licenses granted in each case.

The Honourable the Prime Minister replied as follows:—

1. On July 15th, 1934, there were 49 native wine licenses in effect. Retail sale was permitted from either the winery premises or a branch retail shop. On that date, the number of such branch retail shops was 17. Since that date, 15 of the above-mentioned licensees established branch retail shops and ceased retail sale from the wineries premises. During the same period, the Regulations were amended and the Board empowered to permit the holder of a native wine license to purchase any other native wine license, and that in event of such license so purchased being surrendered to the Board, the privilege of establishing a branch retail shop in a location satisfactory to the Board could be sanctioned. The surrender of the license required the closing of the winery. The number of branch retail shops which might be conducted by any native wine license was restricted to six. Under this plan 9 native wine licenses have been surrendered and the establishment of a further 4 branch retail shops sanctioned. The number of native wine licenses at present is forty.

2 and 3.—

WINERIES	SALES OFFICES
Acme Wine Co., Ltd., 889 Queen St. West, Toronto.	708 Danforth Ave., Toronto.
Adelaide Winery, Ltd. 195-199 Ann Street, London.	623 Dundas Street, London.
Ascot Wine Co., Ltd., Riverside Drive, Riverside.	1121 Yonge Street, Toronto.
Sam Badalato, Esq. (Badalato Winery), R.R. No. 9, Dundas Highway, London.	356 Richmond Street, London.
Barnes Wines, Ltd., Grantham Township, St. Catharines.	701 Yonge Street, Toronto.

WINERIES

SALES OFFICES

Beaverdam Cataract Winery, Ltd., Beaverdam Road, Niagara Falls.	43 Market Square, Stratford.
Bordeaux Wines, Ltd., 187 Parliament Street, Toronto.	689 Queen Street East, Toronto.
Bright, T. G., & Co., Ltd., Stamford Township, Niagara Falls.	223½ Yonge Street, Toronto. 78 Sparks Street, Ottawa.
Canada Wine Products, Ltd., 1328 Bloor Street West, Toronto.	
Concord Wine Co., Ltd. 181-185 Bathurst Street, Toronto.	1165 St. Clair Ave. W., Toronto. 73 Government Road West, Kirkland Lake.
Alex. Thomas, Esq. (Cooksville Wine Vaults), Dundas Highway, Cooksville.	
Danforth Wine Co., Ltd., Lakeshore Road and 19th Street, New Toronto.	26 Queen Street East, Toronto. 1854 Danforth Ave., Toronto.
Dominion Wine Growers, Ltd., Dundas Street, Oakville.	940 St. Clair Ave. W., Toronto.
Fort William Wine Co., Ltd., 112 McVicar Street, Fort William.	
Messrs. F. C. Clark and M. J. O Reilly, Jr. (French-Italian Winery), 31 John Street South, Hamilton.	
Grimsby Wines, Ltd., Niagara Highway, Grimsby.	427 Spadina Ave., Toronto.
Messrs. Hamilton, J. S., & Co., Ltd., 44-46 Dalhousie Street, Brantford.	
Hamilton-Niagara Wines, Ltd., Burlington.	15 King William Street, Hamilton.
Messrs. N. Rizzo (Sr.) & Sons, (Hamilton Winery), 164 York Street, Hamilton.	
Hillrust Wine Co., Ltd., R.R. No. 4, St. Catharines.	224 Charlotte St., Peterborough.
Jordan Wine Co., Ltd., Main Street, Jordan.	169 Sparks Street, Ottawa.

WINERIES

Bruno Huehnergard, Esq.,
(Kitchener Winery),
Preston Highway, R.R. No. 3, Kitchener.

Lincoln Wines, Ltd.,
Highway No. 8, Grantham Township,
St. Catharines.

London Winery, Ltd.,
Lambeth Highway,
Westminster Township, London.

Marsh, Fred., Winery, Ltd.,
749 Park Street, Niagara.

National Wine Co., Ltd.,
27-31 Brock Avenue, Toronto.

S. Samborski
(Old Battlefield Wine Co.),
Saltfleet Township, Stoney Creek.

Old Fort Wine Co., Ltd.,
Garrison Road, Fort Erie.

Peerless Wine Manufacturers, Ltd.,
448 Queen Street East, Toronto.

Robinson Wine Corporation, Ltd.,
174 Catharine Street North, Hamilton.

Carlo Rossoni, Esq.,
(Rossoni Winery),
1216-1218 Tecumseh Road, Windsor.

John Tantardini, Esq.
(Royal City Winery),
32 Wilson Street, Guelph.

Stamford Park Wine Co., Ltd.,
Stamford Township, Niagara Falls.

F. L. Furminger, Esq.
(Sunnybank Winery), Grantham
Township, R.R. No. 2, St. Catharines.

St. Catharines Wine Co. of Canada, Ltd.,
Woodburn Ave., St. Catharines.

SALES OFFICES

60 Queen Street South, Kitchener.

299 St. Paul Street, St. Catharines.

409 Ridout Street, London.
268 Princess Street, Kingston.
52 Rideau Street, Ottawa.

Capital Theatre Bldg., 2nd Street,
Cornwall.
73 Bank Street, Ottawa.

774 Barton St. East, Hamilton.

537 Bloor Street West, Toronto.

24 King Street West, Hamilton.

226 King Street West, Chatham.

878 Yonge Street, Toronto.
378 Talbot Street, St. Thomas.

189 Front Street, Belleville.

25 Fourth Avenue, Timmins.

WINERIES

SALES OFFICES

Toronto Wineries, Ltd.,
1682 Queen Street West, Toronto.

Mrs. H. Robinson (Turner Wine Co.),
104-106 Front Street East, Toronto.

Albert Belluz, Esq.
(Twin City Wine Co.),
514 McTavish Street, Fort William.

L. Banko, Esq. (Welland Winery),
268 South Main Street, Welland.

Windsor Co., Ltd.,
Walker Road and Edna Street, Walkerville.

198 Queen Street West, Toronto.

287 Bay Street, Port Arthur.

488 Ouellette Ave., Windsor.

Mr. Black asked the following Question No. 100):—

1. What was the quantity of milk and the amount paid for same as supplied to the Ontario Hospital, Toronto, for the fiscal year ended October 31, 1933, October 31, 1934, and the five months period ending March 31, 1935.

The Honourable the Minister of Health replied as follows:—

November 1st, 1932, to October 31st, 1933..	25,336 gallons	at .18½—	\$4,687.16
	16,920 "	at .16½—	2,791.80
	1,320 "	at .15⅞—	209.55
			<u>\$7,688.51</u>

November 1st, 1933, to October 31st, 1934..	30,048 gallons	at .15⅞—	\$4,770.12
	16,632 "	at .16½—	2,744.28
			<u>\$7,514.40</u>

November 1st, 1934, to March 31st, 1935....	3,840 gallons	at .15⅞—	\$609.60
	3,968 "	at .16½—	654.72
	12,016 "	at .20½—	2,463.28
			<u>\$3,727.60</u>

All this milk was purchased from the Ontario Reformatory, Guelph.

Mr. Lancaster asked the following Question (No. 104):—

1. Does the Liquor Control Board carry insurance to the full insurable value of its liquor stocks. 2. If not, what proportion of the value of such stocks

is insured. 3. In how many stores have fires occurred since January 1, 1935. 4. What was the loss sustained in each case. 5. How much insurance was carried in each case.

The Honourable the Prime Minister replied as follows:—

1. No. 2. No fire insurance is carried. 3. One—Lancaster Store, No. 123, January 30, 1935. 4. \$6,760.67. 5. None.

The following Bills were severally read the second time:—

Bill (No. 2), An Act respecting the Town of Meaford.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 3), An Act respecting the Grand Council of the Canadian Order of Chosen Friends.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 7), An Act respecting the Niagara Falls Building, Savings and Loan Association.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 15), An Act respecting The Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 41), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

The Order of the Day for the second reading of Bill (No. 42), An Act to amend The Voters Lists Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The House resolved itself into a Committee to consider Bill (No. 59), An Act to amend The Summary Convictions Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time on Monday next.

The House resolved itself into a Committee to consider Bill (No. 77), An Act to amend The Coroners Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time on Monday next.

The House resolved itself into a Committee to consider Bill (No. 34), An Act to amend The County Judges Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time on Monday next.

The House resolved itself into a Committee to consider Bill (No. 35), An Act to amend The Judicature Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time on Monday next.

The House resolved itself into a Committee to consider Bill (No. 32), An Act to amend The Embalmers and Funeral Directors Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time on Monday next.

The House again resolved itself into a Committee to consider Bill (No. 53), An Act to amend The Municipal Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time on Monday next.

The House then adjourned at 4.30 p.m.

TORONTO, MONDAY, MARCH 16TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 83), intituled "An Act to amend The Municipal Act." *Mr. Gordon.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 84), intituled "An Act to amend The Municipal Act." *Mr. Schwenger.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 85), intituled "An Act to amend The Public Utilities Act." *Mr. Dickson.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 86), intituled "An Act to amend The Assessment Act." *Mr. Baker.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 87), intituled "An Act to amend The Municipal Act." *Mr. Gardhouse.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 88), intituled "An Act to amend The Municipal Act." *Mr. Lawrence.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 89), intituled "An Act to amend The Assessment Act." *Mr. Anderson.*

Ordered, That the Bill be read a second time to-morrow.

The following Bills were read the third time and were passed:—

Bill (No. 59), An Act to amend The Summary Convictions Act.

Bill (No. 77), An Act to amend The Coroners Act.

Bill (No. 34), An Act to amend The County Judges Act.

Bill (No. 35), An Act to amend The Judicature Act.

Bill (No. 32), An Act to amend The Embalmers and Funeral Directors Act.

Bill (No. 53), An Act to amend The Municipal Act.

Mr. Price asked the following Question (No. 4):—

1. What short term treasury notes have been issued by this Government since July 15, 1934, giving: (a) Costs; (b) Vendee; (c) Terms; (d) In what funds are these repayable.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:

For treasury bills issued from July 15th, 1934, to March 31st, 1935, see Public Accounts, 1934, pages 27 and Q7 and Q8, and Public Accounts, five months' period ended March 31st, 1935, pages 23 and Q6; also return to an Order made by the Legislature, 1935 Session, Sessional Paper No. 62.

Treasury bills issued from April 1st, 1935, to February 19th, 1936, are as follows:—

Series	Date of Issue 1935	Term	Cost Basis %	Amount of Issue	Vendee
D.J.	May 1	½ year	3.00	\$10,000,000	Sundry Chartered Banks.
D.S.	" 15	½ year	3.00	4,000,000	
D.T.	June 1	½ year	3.00	10,000,000	
W.	" 1	½ year	3.00	500,000	Workmen's Compensation Board.
W.	Aug. 28	On Demand	2.25	500,000	
		4½ months	2.25	1,000,000	
D.U.	Aug. 30	3 months	2.50	6,000,000	Sundry Chartered Banks.
D.W.	Nov. 15	1 year	2.25	2,000,000	
D.P.	Dec. 1	1 year	2.25	7,000,000	
D.V.	" 1	1 year	2.25	3,000,000	
D.V.	" 1	1 year	2.25	2,500,000	
D.V.	" 1	2 years	2.50	2,500,000	
D.X.	" 1	1 year	2.25	5,000,000	
D.Y.	" 1	½ year	2.00	1,000,000	
				\$55,000,000	

Note.—All treasury bills issued since July 15, 1934, are domiciled in Canada and are repayable in Canadian funds.

Mr. Ellis asked the following Question (No. 38):—

1. How many persons were employed on Relief Works when the present

Government took office. 2. How many persons are now employed on Relief Works.

The Honourable the Minister of Public Welfare replied as follows:—

1.—

Department of Highways as of July 11, 1934:—

Employed by contractors and approved by Dominion Relief.....	6,867	
Employed by Department and approved by Dominion Relief.....	5,857	
Employed by Department and not approved by Dominion Relief.....	4,719	
Ordinary employees of Department—approximately....	2,300	
		19,743
Department of Public Works as of July 11, 1934.....		560
Department of Northern Development as of July 14, 1934.....		39,527
Municipal Relief Works, as of June 30, 1934.....		36,724
		96,554
Total.....		96,554

2.—

Department of Highways.....	Nil
Department of Public Works.....	Nil
Department of Northern Development as of February 15, 1936.....	4,695

Accurate figures covering Municipal Relief Works are not available. 197 municipalities are carrying out cash and work projects for the purpose of providing employment for all employable men on relief.

Mr. Challies asked the following Question (No. 60):—

1. What work has been authorized by the Hydro-Electric Power Commission since July 1, 1934, in connection with the Abitibi Canyon Power Development.
2. What is the estimated cost of this work.
3. Were tenders called for plant equipment; where were they advertised, who tendered, and what amounts.
4. What are the costs, and how much has been paid to date.

The Honourable the Attorney-General replied as follows:—

1. Installation of Units Nos. 3, 4 and 5 and completion of development, including construction of staff houses, etc. 2. \$502,500.00. 3. Yes; none advertised. Tenders were asked and received for the equipment purchased and in all cases where the business was competitive equipment was purchased from the lowest tenderer. In some cases the business was not competitive, as the equipment had to be interchangeable with equipment already installed. The Hydro-Electric Power Commission does not publish competitive prices and it is not considered in the public interests that firms supplying the Hydro should know their competitors' prices. 4. Plant equipment cost \$27,833.35; \$26,252.96 has been paid to date.

Mr. Price asked the following Question (No. 64):—

1. In connection with the 10 million dollar bond issue of this government awarded August 22, 1935: (1) Was this sold by tender; (2) What tenders were received; (3) Where were these tenders advertised; (4) What were the terms of tenders received; (5) To whom was this issue sold; (6) What were the terms, including maturity, discount and interest rates.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

This information has been previously given—(See reply to Question No. 23, page 83, Votes and Proceedings).

Mr. Henry asked the following Question (No. 67):—

1. In connection with the Bond Issue of the Ontario Government in November, 1935, what were: (a) The tenders received; (b) Where were the tenders advertised; (c) To whom was this issue sold; (d) What were the terms, interest rate, discount, maturity dates; (e) What was the total amount of this issue. 2. What was the total amount of notes sold during the month of November, 1935; what were the terms, etc., in connection with the various sales.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. (a), (b), (c), (d), (e)—This information has been previously given—(See reply to Question No. 23, page 83, Votes and Proceedings). 2. \$2,000,000 Issue of 1-year $2\frac{1}{4}\%$ Treasury Bills, dated 15th November, 1935, sold at par.

Mr. Nesbitt asked the following Question (No. 83):—

1. (a) How many District Medical Health Officers have been appointed by this Government since July, 1934; (b) What are the names of these officers, and in what district are they situated; (c) What was the date of appointment and salary or other remuneration in each case.

The Honourable the Minister of Health replied as follows:—

1. (a) None; (b) Answered by 1 (a); (c) Answered by 1(a).

Mr. Craig asked the following Question (No. 115).—

How many foreclosures have been made from July 15, 1934, to date, under the Agricultural Development Board.

The Honourable the Minister of Agriculture replied as follows:—

No foreclosures have been made, but sale proceedings have been taken on 267 farms.

Mr. Nesbitt asked the following Question (No. 117):—

Are the provisions of section 11, subsection 6, of The Minimum Wage Act, which provides for minimum wage for male employees replacing females, being enforced by the Government.

The Honourable the Minister of Public Welfare and Labour replied as follows:—

Yes.

Mr. Nesbitt asked the following Question (No. 118):—

1. (a) How many prosecutions have taken place during the period from January 1st, 1935, to March 1st, 1936, under the Minimum Wage; (b) How many convictions have been registered during that time; (c) What is the total amount of fines imposed and paid as a result of convictions during that time.

The Honourable the Minister of Public Welfare replied as follows:—

1. (a) 56. (b) 15 convictions; 36 charges withdrawn, as settlements reached out of court. (c) Fines imposed—\$780; paid—\$685.

Mr. Nesbitt asked the following Question (No. 119):—

What are the total arrears of wages collected under The Minimum Wage Act during the period from January 1, 1935, to March 31, 1936.

The Honourable the Minister of Public Welfare replied as follows:—

\$33,363.12 from January 1st, 1935, to February 29th, 1936.

Mr. Nesbitt asked the following Question (No. 120):—

1. Who is the electrician at the Ontario Hospital, Toronto. 2. What are his duties. 3. Who recommended the appointment. 4. At what other Ontario Hospitals have electricians been appointed since July 1st, 1934.

The Honourable the Provincial Secretary replied as follows:—

1. Wilfred Harton Douglas. 2. Maintenance Electrician for the Ontario Hospital, Toronto, and the Psychiatric Hospital, 2 Surrey Place. 3. Dr. J. S. Stewart, Superintendent. 4. None.

Mr. Kidd asked the following Question (No. 121):—

1. What amount has been paid from July 11, 1934, to date, to Arthur G. Slaght, K.C., for services rendered in connection with the T. & N. O. railway by: (a) T. & N. O. Railways Commission; (b) The Ontario Government. 2. What were these services. 3. (a) Does Mr. Slaght at the present time receive any retaining fee in connection with the T. & N. O. Railway Commission; (b) If so, what amount.

The Honourable the Prime Minister replied as follows:—

1. and 2. Answered by reply to Question 12. 3. (a) Yes; (b) \$400 per month.

The House resolved itself into a Committee, severally to consider the following Bills:—

Bill (No. 2), An Act respecting the Town of Meaford.

Bill (No. 3), An Act respecting the Grand Council of the Canadian Order of Chosen Friends.

Bill (No. 7), An Act respecting the Niagara Falls Building, Savings and Loan Association.

Bill (No. 15), An Act respecting The Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto.

Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the several Bills without Amendments.

Ordered, That the Bills reported be severally read the third time to-morrow.

On the motion of Mr. Macaulay, seconded by Mr. Price,

Ordered, That there be laid before this House a Return showing: 1. How many, if any, motor cars, trucks, tractors, or motor snow plows, have been purchased by the Government since January, 1935. 2. For what Department of the Public Service were these purchased. 3. From whom were they purchased and at what price in each case. 4. When and where were competitive tenders called for and what were the amounts tendered in each case.

Mr. Challies moved, seconded by Mr. Kidd,

That there be laid before this House a Return showing: All letters, memoranda, messages, minutes of meetings between Government, or any member of the Government and the Hydro-Electric Power Commission or any person,

persons or company with any member of the Hydro-Electric Power Commission or any member of the Government, relative to the purchase of Hydro-Electric Power or plants by the Commission since July 12, 1934, other than the following: (a) Gatineau Power Company; (b) Beauharnois Light, Heat & Power Company; (c) MacLaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development).

After some discussion the motion having been put was lost, and so it was declared in the negative.

Mr. Challies moved, seconded by Mr. Kidd,

That there be laid before this House a Return showing: All letters, memoranda, messages, minutes of meetings between Government or any member of the Government and the Hydro-Electric Power Commission or any member of the Commission since July 12, 1934, and relating to contracts for supply of power from: (a) Gatineau Power Company; (b) Beauharnois Light, Heat & Power Co.; (c) Maclaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development).

And a Debate having arisen, after some time, Mr. Roebuck moved in amendment, seconded by Mr. Nixon (Brant),

That all the words after the word "showing" be struck out and the following substituted therefor:—

"All offers for the sale of power made by (a) Gatineau Power Company, (b) Beauharnois Light, Heat and Power Company, (c) Maclaren-Quebec Power Company, (d) Ottawa Valley Power Company (Chats Falls Development), to the Government and the Hydro-Electric Power Commission."

And the Debate having continued, after some time, the amendment having been put was carried.

And the Motion, as amended, having been put was declared carried and it was,

Ordered, That there be laid before this House a Return showing: "All offers for the sale of power made by (a) Gatineau Power Company, (b) Beauharnois Light, Heat and Power Company; (c) Maclaren-Quebec Power Company, (d) Ottawa Valley Power Company (Chats Falls Development), to the Government and the Hydro-Electric Power Commission."

Mr. Challies moved, seconded by Mr. Kidd,

That there be laid before this House a Return showing: All agreements, engineers' reports, inter-departmental reports and memoranda, surveys, minutes of Hydro-Electric Power Commission meetings since July 12, 1934, relating to contracts with: (a) Gatineau Power Company; (b) Beauharnois Light, Heat &

Power Company; (c) Ottawa Valley Power Company (Chats Falls Development); (d) Maclaren-Quebec Power Company.

After some discussion the Motion having been put was lost, and so it was declared in the negative.

On motion of Mr. Nesbitt, seconded by Mr. Baird,

Resolved, That in the opinion of this House the present unemployment conditions in Ontario, particularly in the building and construction industries, should be given early and serious consideration, and to that end the matter is referred to the Standing Committee on Labour with instructions to give the subject careful study and to report back to this House the result of their deliberations.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report of investigation by the Deputy Provincial Secretary into charges made against the administration of The Industrial Farm at Burwash by inmate Robert Haley, as well as complaints made by inmates of the institution at the time of the investigation. (*Sessional Papers No. 58.*)

Also, Report of William Belmont Common under and pursuant to a Commission dated the 24th day of July, A.D. 1935, under The Public Inquiries Act, to inquire into and report upon the internal management of the Ontario Hospital, Mimico, Ontario, and into any and all charges which may be brought against any member or members of the staff of the said institution and into the care and treatment of the patients therein. (*Sessional Papers No. 59.*)

The House then adjourned at 6.10 p.m.

TUESDAY, MARCH 17TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Smith from the Standing Committee on Standing Orders presented their fourth report which was read as follows and adopted:—

Your Committee has carefully examined the following Petitions and finds the notices as published in each case sufficient:

Of the Trust and Guarantee Company, Limited, praying that an Act may pass authorizing a variation in the Trust Settlement of the late Peter Birtwistle of the City of London and affecting the Corporation of the Borough of Colne (England).

Of the Corporation of the City of Windsor, praying that an Act may pass abolishing the Windsor Finance Commission, providing for the election of the Windsor Utilities Commission and for other purposes.

Of the Corporation of the City of Ottawa, praying that an Act may pass authorizing debentures amounting to \$786,000.00, to validate tax sales and for other purposes.

Of the Sisters of Charity at Ottawa, praying that an Act may pass authorizing and enabling the petitioners to hold lands in the Province of Ontario through the Community, General Hospital, Alms House and Seminary of Learning of the Sisters of Charity at Ottawa.

Your Committee recommends that Rule No. 60 of Your Honourable House be suspended in this that the time for presenting Petitions for Private Bills be extended until and inclusive of Tuesday, the 24th day of March next, and that the time for introducing Private Bills be extended until and inclusive of Tuesday, the 31st day of March next.

Ordered, That the time for presenting Petitions for Private Bills be extended until and inclusive of Tuesday, the 24th day of March next, and that the time for introducing Private Bills be extended until and inclusive of Tuesday, the 31st day of March next.

Mr. Colter, from the Standing Committee on Private Bills, presented their second report which was read as follows:—

Your Committee beg to report the following Bills without amendment:—

Bill (No. 10), An Act respecting The Association of Accountants and Auditors in Ontario.

Bill (No. 14), An Act respecting The Incorporated Synod of the Diocese of Toronto.

Bill (No. 21), An Act respecting the City of St. Catharines.

Bill (No. 26), An Act to authorize conveyances to The Incorporated Synod of the Diocese of Toronto.

Your Committee beg to report the following Bill with certain amendments:—

Bill (No. 17), An Act respecting the Corporation of the Township of the Front of Leeds and Lansdowne.

Your Committee would recommend that the fees, less the penalties and the

actual cost of printing, be remitted on Bill No. 14, "An Act respecting The Incorporated Synod of the Diocese of Toronto," and on Bill No. 26, "An Act to authorize conveyances to The Incorporated Synod of the Diocese of Toronto," on the ground that they relate to religious institutions.

Mr. Colter moved the adoption of the Report and the Question having been put,

Mr. Heighington moved, in amendment, seconded by Mr. Ellis,

That the report of the Committee on Private Bills be amended by striking therefrom the present reference to Bill No. 10, An Act respecting The Association of Accountants and Auditors in Ontario, and inserting the words "Bill No. 10, An Act respecting The Association of Accountants and Auditors in Ontario is referred back to the said Committee for further consideration."

After some discussion the Amendment having been put was lost.

The Motion for the adoption of the Report was then put and carried and it was,

Ordered, That the fees, less the penalties and the actual cost of printing, be remitted on Bill No. 14, "An Act respecting The Incorporated Synod of the Diocese of Toronto," and on Bill No. 26, "An Act to authorize conveyances to The Incorporated Synod of the Diocese of Toronto" on the ground that they relate to religious institutions.

The following Bills were severally introduced and read the first time:—

Bill (No. 90), intituled "An Act to regulate the Forest Resources of the Province of Ontario." *Mr. Heenan.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 91), intituled "An Act to amend The Game and Fisheries Act." *Mr. Macfie.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 9), intituled "An Act respecting a Trust Settlement of the late Peter Birtwistle and the Corporation of the Borough of Colne (England)." *Mr. Strachan.*

Referred to the Commissioners on Estate Bills.

Bill (No. 28), intituled "An Act respecting the City of Ottawa." *Mr. Ellis.*

Referred to the Committee on Private Bills.

The Order of the Day for resuming the Adjourned Debate on the Motion

that Mr. Speaker do now leave the Chair, and that the House resolve itself into the Committee of Supply, having been read,

The Debate was resumed,

And after some time it was on the motion of Mr. Ellis,

Ordered, That the Debate be adjourned until Thursday next.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report of William Belmont Common under and pursuant to a Commission, dated the 15th day of May, A.D. 1935, to inquire into and report upon certain charges of impropriety in connection with the administration of the affairs of the Department of Northern Development in the District of South Cochrane. (*Sessional Papers No. 60.*)

The House then adjourned at 10.45 p.m.

TORONTO, WEDNESDAY, MARCH 18TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

On the motion of Mr. Nixon (Brant), seconded by Mr. Croll,

Ordered, That the name of Mr. Schwenger be added to the Committee on Public Accounts.

Mr. Hepburn moved, seconded by Mr. Nixon (Brant),

That this House heard with regret the statement made by the Honourable the Member for Parkdale during the sitting of the House yesterday, which reflected on the honour of the Honourable the Member for Sault Ste. Marie, to the following effect:—

“I would like to tell the House something of the activities of the Member from the Sault, when he was a resident of Mimico and associated with the late Dr. Godfrey. The Member at that time for political favours was willing and anxious to kiss any part of the body of Dr. Godfrey, which he might expose.”

And this House, having in mind the seriousness of the reflection contained in

the statement referred to and being sensible of the necessity of maintaining the dignity of debates and proceedings in this Honourable Body, hereby passes and directs to be embodied in the Records of the House a vote of censure on the Member for Parkdale for his action in thus attacking the honour and integrity of a fellow member in direct contravention to Rule No. 15 of this House.

Mr. Ellis objected that the motion was out of order as it lacked the two days' notice required by Rule No. 36.

Mr. Speaker ruled that the Motion of the Prime Minister was made as a matter of privilege arising out of a reflection on the Honour of a Member of the House and under Rule 47 of the House was quite in order.

Mr. Ellis appealed against Mr. Speaker's ruling which was sustained on the following Division:—

YEAS

Allen	Dewan	Macfie
Anderson	Dickson	McQuesten
Armstrong	Duncan	McVicar
Asmussen	Faulkner	Newman
Avery	Freeborn	Nixon
Baker	Fulford	(Brant)
Belanger	Gordon	Nixon
Bethune	Guthrie	(Temiskaming)
Blakelock	Habel	Oliver
Bowerman	Heenan	Patterson
Bradley	Hepburn	Roberts
Bragg	Houck	Roebuck
Brownridge	Hunter	Rowlandson
Campbell	Kelly	Sangster
Carr	King	Schwenger
Clark	Kirby	Simpson
Colter	Lapierre	Sinclair
Cox	Lawrence	(Bruce)
Crawford	Marceau	Smith
Croll	Marshall	Tanner
Croome	Miller	Trottier
Des Rosiers	Murray	Wigle—63.

NAYS

Acres	Duckworth	Hill
Baird	Elgie	Lancaster
Black	Ellis	Macaulay
Challies	Henry	Price—13.
Craig		

The Motion was then put and after some discussion was carried on the following Division:—

YEAS

Allen	Des Rosiers	Macfie
Anderson	Dewan	McQuesten
Armstrong	Dickson	McVicar
Asmussen	Duncan	Newman
Avery	Faulkner	Nixon
Baker	Freeborn	(Brant)
Belanger	Fulford	Nixon
Bethune	Glass	(Temiskaming)
Blakelock	Gordon	Oliver
Bowerman	Guthrie	Patterson
Bradley	Habel	Roebuck
Bragg	Heenan	Rowlandson
Brownridge	Hepburn	Sangster
Campbell	Houck	Schwenger
Carr	Kelly	Simpson
Clark	King	Sinclair
Colter	Kirby	(Bruce)
Cox	Lapierre	Smith
Crawford	Marceau	Tanner
Croll	Marshall	Trottier
Croome	Murray	Wigle—60.

NAYS

Acres	Duckworth	Lancaster
Baird	Elgie	Lawrence
Black	Ellis	Macauley
Challies	Henry	Price—14.
Craig	Hill	

The following Bills were severally introduced and read the first time:—

Bill (No. 92), intituled "An Act to amend The Ditches and Water Courses Act." *Mr. Gordon.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 93), intituled "An Act respecting Fair Wages and Hours of Labour in relation to work to be performed under contracts with the Government of Ontario." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 94), intituled "An Act to amend The Parents' Maintenance Act." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 95), intituled "An Act to amend The Election Act." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 96), intituled "An Act to amend The Ontario Municipal Board Act, 1932." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 97), intituled "An Act to amend The Apprenticeship Act." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Report of the Ontario Research Foundation for the year ending December 31st, 1935. (*Sessional Papers No. 61.*)

The House then adjourned at 5.20 p.m.

THURSDAY, MARCH 19TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Colter, from the Standing Committee on Private Bills, presented their Third Report which was read as follows and adopted:—

Your Committee beg to report the following Bill without amendment:—

Bill (No. 25), An Act respecting the Roman Catholic Separate Schools of Ward Six of the Town of Eastview.

Your Committee beg to report the following Bill with certain amendments:—

Bill (No. 4), An Act respecting the City of Toronto.

Mr. Nixon (Brant), moved, seconded by Mr. Croll,

That the names of Messrs. Colter and Roebuck be added to the Committee on Public Accounts.

The following Bills were severally introduced and read the first time:--

Bill (No. 8), intituled "An Act respecting the Township of Nepean." *Mr. Acres.*

Referred to the Committee on Private Bills.

Bill (No. 98), intituled "An Act to Validate certain Contracts entered into by the Hydro-Electric Power Commission of Ontario and certain Companies." *Mr. McQuesten.*

Ordered, That the Bill be read a second time to-morrow.

On motion of Mr. Price, seconded by Mr. Macaulay,

Ordered, That there be laid before this House a Return showing: 1. The expenditures and revenues on ordinary and capital account for the months of February, 1935, to February, 1936.

On motion of Mr. Challies, seconded by Mr. Kidd,

Ordered, That there be laid before this House a Return showing: 1. The names of all Civil Servants who, since July 15, 1934, have received an increase in salary, perquisites, bonuses or grants; stating previous salary and amount of increase in each case.

On motion of Mr. Hill, seconded by Mr. Ellis,

Ordered, That there be laid before this House a Return showing: The number of brands of beer, wines, or spirituous liquors listed for sale in the stores of the Liquor Control Board of Ontario since March 1, 1935, to date, together with the name of the manufacturer, his agent in Canada or Ontario, his place of business, and the nature and extent of the order placed with him.

The Order of the Day for resuming the Adjourned Debate on the Motion that Mr. Speaker do now leave the Chair, and that the House resolve itself into the Committee of Supply, having been read,

The Debate was resumed,

And after some time it was on the motion of Mr. MacBride,

Ordered, That the Debate be adjourned until Tuesday next.

The Order of the Day for resuming the Adjourned Debate on the amendment

to the motion for the second reading of Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax, having been read,

And the Debate having continued, after some time, the Amendment,

“That this Bill be not now read a Second time but that it be deferred for consideration two weeks hence, after the Government has incorporated in the Bill provisions for the basis of distribution among municipalities in the Province of the Provincial Income Tax without recourse to the Order-in-Council method of distribution,”

Having been put was lost on the following Division:—

YEAS

Acres	Heighington	Lancaster
Challies	Henry	Macaulay
Craig	Hill	Murphy
Duckworth	Kidd	Nesbitt—13.
Ellis		

NAYS

Allen	Faulkner	McVicar
Armstrong	Freeborn	Newman
Baker	Fulford	Nixon
Blakelock	Guthrie	(Brant)
Bowerman	Habel	Roberts
Bragg	Hepburn	Roebuck
Brownridge	Houck	Sangster
Colter	King	Schwenger
Crawford	Kirby	Simpson
Croll	Marceau	Strachan
Croome	Marshall	Tanner
Dewan	Miller	Wigle—37.
Duncan	Macfie	

The Motion for the Second Reading then having been put was carried on the following Division:—

YEAS

Allen	Faulkner	McVicar
Armstrong	Freeborn	Newman
Baker	Fulford	Nixon
Blakelock	Guthrie	(Brant)
Bowerman	Habel	Roberts
Bragg	Hepburn	Roebuck
Brownridge	Houck	Sangster
Colter	King	Schwenger
Crawford	Kirby	Simpson
Croll	Marceau	Strachan
Croome	Marshall	Tanner
Dewan	Miller	Wigle—37.
Duncan	Macfie	

NAYS

Acres	Heighington	Lancaster
Challies	Henry	Macaulay
Craig	Hill	Murphy
Duckworth	Kidd	Nesbitt—13.
Ellis		

And the Bill was accordingly read the Second time, and
 Referred to a Committee of the Whole House to-morrow.

The House then adjourned at 11.05 p.m.

FRIDAY, MARCH 20TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was brought up and laid upon the Table:—

By Mr. Clark, the Petition of the Corporation of the Township of Sandwich West.

Mr. Speaker informed the House that the Clerk had received from the Commissioners of Estate Bills their report in the following case:—

Bill (No. 6), "An Act respecting the Incorporated Synod of the Diocese of Ottawa."

The report was then read by the Clerk at the Table as follows:—

To the Honourable the Legislative Assembly of the Province of Ontario in Parliament Assembled:

The Petition of the Incorporated Synod of the Diocese of Ottawa.

We have the honour to report that the above named Petition and Bills respecting the same have been submitted to us.

We are of opinion that said Bill should pass into Law and that the provisions therein are proper for carrying the purposes of said Bill into effect.

Osgoode Hall,

Toronto, 13th March, 1936.

A. COURTNEY KINGSTONE,
J.

J. C. MAKINS,
J.

Commissioners of Estate Bills.

Ordered, That Bill (No. 6), "An Act respecting the Incorporated Synod of the Diocese of Ottawa," together with the report of the Commissioners of Estate Bills thereon, be referred to the Committee on Private Bills.

The following Bill was introduced and read the first time:—

Bill (No. 99), intituled "An Act to amend The Solicitors Act." *Mr. Clark.*

Ordered, That the Bill be read a second time Monday next.

On motion of Mr. Murphy, seconded by Mr. Nesbitt,

Ordered, That there be laid before the House a Return showing: 1. What is the present system of purchasing clothing distributed by the Department of Welfare, in connection with Relief Administration. 2. Are these purchases made by tender; if so, what tenders have been called during the year 1935; where were they advertised and what were the tenders received. 3. From whom were the purchases made for these supplies, and what were the total purchases in each case. 4. What was the total costs for clothing distributed during the year 1935.

Mr. Hill asked the following Question (No. 12):—

1. What amount has been paid to date by the Government and Boards and Commissions appointed by the Government to each of the following: 1. A. G. Slaght, K.C.; 2. Lewis Duncan, K.C.; 3. J. C. M. German, K.C.; 4. N. F. Newton; 5. J. C. McRuer, K.C.

The Honourable the Attorney-General replied as follows:—

A. G. SLAGHT

Oct. 31, 1934.	Hydro Enquiry—Professional Service and Expenses.	\$ 6,632.96
Apr. 30, 1935.	Liquor Control Board Enquiry—Disbursements.....	109.25
	Niagara Parks Commission.....	20,712.13
	Temiskaming and Northern Ontario Railway.....	4,670.96
	(1934—Aug. 1 to 23—Counsel \$296.77.)	
	(1935—Mar. 3 to Jan. 31, 1936, at \$400 per month—\$4,374.19.)	
		\$32,125.30

LEWIS DUNCAN

Hydro-Electric Power Commission.....	\$15,325.00
Plus Disbursements.....	1,246.67
	\$16,571.67

J. C. M. GERMAN

Feb. 25, 1935.	London Winter Assizes, 1935.....	\$ 1,449.12
May 10, 1935.	Toronto Spring Assizes, 1935.....	75.00
	Rex vs. Meisner (Preliminary Hearing).....	224.65
	Hydro-Electric Power Commission.....	100.00
		\$ 1,848.77

N. F. NEWTON

Oct. 29, 1934.	London Fall Assizes, 1934.....	\$ 318.50
Mar. 31, 1935.	“ Spring “ 1935.....	317.70
Nov. 13, 1935.	“ Fall “ 1935.....	430.00
	St. Thomas Fall Assizes, 1935.....	94.00
	As Crown Attorney (Sept., 1934, to Sept., 1935, inc.)	3,962.94
	Rex vs. Meisner.....	72.80
	Rex. vs. Richardson.....	96.85
	Rex vs. Walker.....	102.60
		\$ 5,395.39

J. C. McRUER

Workmen's Compensation Board (Corless vs. Mc- Cracken).....	\$ 500.00
Disbursements.....	65.46
Hydro-Electric Power Commission.....	3,582.11
	\$ 4,147.57

Mr. Murphy asked the following Question (No. 16):—

1. How many licenses have been granted by this Government for the export of pulpwood cut from crown timber lands. 2. To whom were these licenses granted and upon what date. 3. What was the value of pulpwood exported from Ontario from January 1, 1934, to January 1, 1935; from January 1, 1935, to January 1, 1936.

The Honourable the Minister of Lands and Forests replied as follows:—

1. 20. 2.—

Name	Number of Licenses	Date of Export Clearances	Authorized by Orders-in-Council
D. A. Clark.....	4	July 13, 1934 Aug. 2, 1934 " 4, 1934 " 11, 1934 " 17, 1934 " 20, 1934 " 30, 1934 Sept. 4, 1934 " 16, 1935	(1) July 11, 1933 (2) Oct. 17, 1933 (3) Jan. 25, 1934 (4) July 24, 1935
Thomas Falls.....	1	May 31, 1935 June 20, 1935 July 17, 1935 Aug. 21, 1935 Oct. 5, 1935	(1) June 8, 1934
Hammermill Paper Co.....	3	July 24, 1934 Aug. 8, 1934 June 10, 1935 " 15, 1935 " 27, 1935	(1) May 16, 1933 (2) May 22, 1934 (3) June 8, 1934
Pigeon Timber Co.....	3	July 11, 1934 " 27, 1934 Aug. 4, 1934 " 11, 1934 " 20, 1934 Sept. 1, 1934 July 24, 1935 Aug. 20, 1935 Sept. 6, 1935 " 19, 1935 Oct. 12, 1935 " 26, 1935	(1) May 16, 1933 (2) June 8, 1934 (3) July 24, 1935
C. W. Cox Limited.....	1	Aug. 17, 1934 " 23, 1934	(1) Sept. 25, 1934

Name	Number of Licenses	Date of Export Clearances	Authorized by Orders-in-Council
Newaygo Timber Co.....	2	July 16, 1934	(1) Oct. 17, 1933
		June 27, 1935	
		July 8, 1935	(2) June 18, 1934
		" 22, 1935	
Legrow Timber Co.....	1	July 26, 1934	(1) June 18, 1934
G. E. Andrews.....	1	Aug. 31, 1934	(1) June 8, 1934
G. W. Jones.....	2	Jan. 2, 1935	
		Feb. 7, 1935	(1) Mar. 23, 1935
		" 8, 1935	
		" 28, 1935	
		Jan. 7, 1936	
		July 15, 1935	(2) July 24, 1935
		Nov. 15, 1935	
		Jan. 22, 1936	
Feb. 3, 1936			
Wm. Nichol.....	1	Jan. 19, 1936	(1) July 24, 1935
T. S. Woolings.....	1	Aug. 19, 1935	(1) Oct. 31, 1933

3.—(a) \$2,120,624.51—Of this 59% covers pulpwood from private land; (b) \$1,982,088.31—Of this 64.5% covers pulpwood from private land.

Mr. Acres asked the following Question (No. 80):—

- Who is the Instructor for Cheesemakers in Northern Dundas County. (a) What was the percentage in No. 1 cheese produced by his group for 1935.
- Who was his predecessor. (a) What was the percentage in No. 1 cheese produced in his group in 1934. (b) Why was he dismissed. (c) Were there any charges against him, if so, of what nature and by whom made.

The Honourable the Minister of Agriculture replied as follows:—

- Mr. G. I. Martin, Hallville. (a) 94.6%.
- Mr. J. W. Bolton, Winchester. (a) 96.12%. (b) and (c) Rearrangement of duties in the Department, on the recommendation of the Minister, with a saving of \$200 per annum.

Mr. Challies asked the following Question (No. 89):—

- What was the revenue from customers served by the Abitibi Hydro-Electric Plant, for calendar year 1935.
- What were: (a) Operating expenses; (b) Maintenance costs; (c) Interest charges; (d) Other current expenses for the

same period. 3. What are the reserves for renewals and contingencies for the year ending December 31, 1935.

The Honourable the Attorney-General replied as follows:

Inasmuch as the Commission's year ends October 31st, information is not available for the calendar year 1935. All information given below is for year ended October 31st, 1935.

1. \$935,790.53 from customers, and \$8,207 interest income, making a total revenue of \$943,997.53. 2. (a) plus; (b) \$215,588.60; (c) \$833,645.44; (d) Renewals provision \$166,268.93; Sinking Fund appropriations. 3. For the year ended October 31st, 1935, provision for renewals was made as above. No provision was made for contingencies.

Mr. Nesbitt asked the following Question (No. 95):—

1. How many physicians, senior assistant physicians, graduate medical internes, and other medical internes were employed on January 31, 1936, at the Psychiatric Hospital, Toronto, with or without salary. 2. What were their names and salaries, and where no salary was being paid what emoluments did each receive by way of board, lodging, and other perquisites. 3. How many consultants were attached to the staff of the Psychiatric Hospital on January 31, 1936, and at what honoraria or other emolument. 4. What was the average number of patients in residence at the Psychiatric Hospital on January 31, 1936.

The Honourable the Minister of Health replied as follows:—

1. 15. 2. Senior Physicians: Dr. C. B. Farrar, Superintendent, \$5,000; Dr. Mary Jackson, Assistant Physician, \$2,400; Dr. E. P. Lewis, Director of Out-Patient Dept., \$4,400; Dr. C. H. McCuaig, Senior Assistant Physician, \$3,000. Post graduate medical internes assigned from other Ontario Hospitals for post-graduate instructions: Dr. G. E. Hobbs, \$1,200; Dr. C. H. Hutton, \$2,400; Dr. J. A. Cummins, \$2,400; Dr. G. E. Wilson, \$1,200; Dr. H. L. Batstone, \$2,400; Dr. A. G. Allen, \$2,400. Undergraduate Medical Internes: Jean Daven (Perquisites only), \$324; G. Lugsdin (Perquisites only), \$324; B. McNeel (Perquisites only), \$324. Voluntary Graduate Internes: F. E. Webb (Perquisites only), \$324; E. E. Sawyer (Perquisites only), \$324. 3. Consultants and Instructors in post graduate educational programme: Dr. George Boyer, Neurology, \$9.00 per week; Dr. W. H. Lowrey, Ophthalmology, \$9.00 per week; Dr. Trevor Owen, Medicine, \$1,000 per annum; Dr. H. W. Johnston, Gynaecology, \$9.00 per week; Dr. E. A. Linell, Neuropathology, \$50.00 per month; Dr. K. G. McKenzie, Neurosurgery, \$9.00 per week. 4. Average daily population for January, 1936, 60.06; 64 patients in residence on January 31st, 1936; 2,395 patients received examination and treatment, year ending December 31st, 1935.

Mr. Nesbitt asked the following Question (No. 96):—

1. How many physicians of all grades were employed in the inside service, Hospitals Division, Department of Health, on July 31, 1933, and on January 31,

1936. 2. What were their respective names, duties and salaries. 3. How many physicians of all grades were employed in the inside service, Hospitals Division, Department of Health, on the dates mentioned above, but whose salaries were being paid through the various Ontario Hospitals. 4. What were their names and salaries.

The Honourable the Minister of Health replied as follows:—

1. July 31st, 1933: 1; Dr. B. T. McGhie, Chief Director of Hospital Services, \$7,500. January 31st, 1936: 4; Dr. B. T. McGhie, Deputy Minister of Health and Hospitals, \$7,500; Dr. E. A. Clark, Director Hospitals Divisions, \$3,600; Dr. Wm. Mosley, Inspector, \$2,400; Dr. J. N. Senn, Senior Assistant Physician, \$3,800. 2. Answered by 1. 3. July 31st, 1933: 1; Dr. E. A. Clark, Acting Inspector, \$3,000. January 31st, 1936, None. 4. Answered by 3.

Mr. Craig asked the following Question (No. 102):—

1. Who is the present stenographer in the office of the District Agricultural Representative for Dundas County: (a) When was she appointed; (b) What salary does she receive; (c) What experience had she previous to receiving the appointment in Agricultural Representative work. 2. Who was her predecessor: (a) How long had she been in the service; (b) What salary did she receive; (c) What party, parties, or organization recommended the change; (d) What party, parties or organization recommended the present occupant; (e) Why was the change made.

The Honourable the Minister of Agriculture replied as follows:—

1. Miss Doris Stubbs; (a) June 1st, 1935; (b) \$825 per year; (c) Previous office training. 2. Miss Hazel McIntyre; (a) October 22, 1928, to May 31, 1935; (b) \$825 per year; (c, d, and e) Re-arranging of duties in the Department on the recommendation of the Minister.

Mr. Challies asked the following Question (No. 110):—

1. How many convictions have been executed in each district of the Province under the Department of Game and Fisheries for infractions of Game Laws since January 31, 1935. 2. Was the conviction in each case as a result of Provincial Police or Game Warden supervision. 3. What was the total amount paid by the Department of Game and Fisheries to any other Department of the Government for enforcement of Fish and Game Laws since January 31, 1935.

The Honourable the Provincial Secretary replied as follows:—

1. January 31, 1935, to February 29, 1936:

District No. 1.....	617
District No. 2.....	348
District No. 3.....	42

1,007

2.—

	Game and Fishery Overseers	Ontario Provincial Constables
District No. 1.	564	53
District No. 2.	343	5
District No. 3.	40	2
Totals.	947	60

3. \$1,465.93.

Mr. Nesbitt asked the following Question (No. 129):—

1. What is the official position of W. V. Harcourt, M.D., at the Ontario Reformatory at Guelph. 2. What date was the appointment made. 3. Who previously performed these duties. 4. Is W. V. Harcourt, M.D., associated with the Reformatory, the same W. V. Harcourt, M.D., who holds the position of President of the Liberal Association of South Wellington.

The Honourable the Provincial Secretary replied as follows:—

1. Surgeon (part time). 2. February 1st, 1936. 3. H. O. Howitt, M.D. 4. The Government has no knowledge, but is advised that W. V. Harcourt, M.D., does not hold the position of President of the Liberal Association of South Wellington.

Mr. Nesbitt asked the following Question (No. 130):—

1. Is Mr. H. O. Howitt, M.D., L.R.C.P., M.R.C.S., F.R.C.S., employed at the Ontario Reformatory at Guelph. 2. If not, when were his services dispensed with, and upon whose recommendations. 3. How long was Mr. Howitt employed in the Public Service.

The Honourable the Provincial Secretary replied as follows:—

1. No. 2. January 31st, 1936, on recommendation of Provincial Secretary. 3. From January 1st, 1926, to January 31st, 1936.

The following Bills were read the third time and were passed:—

Bill (No. 2), An Act respecting the Town of Meaford.

Bill (No. 3), An Act respecting the Grand Council of the Canadian Order of Chosen Friends.

Bill (No. 7), An Act respecting the Niagara Falls Building, Savings and Loan Association.

Bill (No. 15), An Act respecting The Dean and Chapter of the Cathedral of St. Alban the Martyr, Toronto.

The following Bills were severally read the second time:—

Bill (No. 73), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 38), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 39), An Act to amend The Local Improvement Act.

Referred to the Committee on Municipal Law.

Bill (No. 40), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 43), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 48), An Act to amend The Public Health Act.

Referred to the Committee on Legal Bills.

Bill (No. 50), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 52), An Act to amend The Land Surveyors Act.

Referred to the Committee on Legal Bills.

Bill (No. 78), An Act to amend The Assessment Act.

Referred to the Committee on Municipal Law.

Bill (No. 83), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 84), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 85), An Act to amend The Public Utilities Act.

Referred to the Committee on Municipal Law.

Bill (No. 87), An Act to amend The Municipal Act.

Referred to the Committee on Municipal Law.

Bill (No. 80), An Act to amend The Assessment Act.

Referred to the Committee on Municipal Law.

Bill (No. 89), An Act to amend The Assessment Act.

Referred to the Committee on Municipal Law.

Bill (No. 91), An Act to amend The Game and Fisheries Act.

Referred to the Committee on Fish and Game.

Bill (No. 92), An Act to amend The Ditches and Watercourses Act.

Referred to the Committee on Agriculture and Colonization.

The Order of the Day for the second reading of Bill (No. 49), An Act to amend The Municipal Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for the second reading of Bill (No. 88), An Act to amend The Municipal Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Return to an Order of the House dated March 2, 1936, that there be laid before the House a Return showing all Civil Servants who have resigned, been dismissed or requested to resign, since April 18, 1935, giving in each case the position, department, and the salary paid, and classifying whether they were employed in the inside or outside service, and indicating war service, if any. (*Sessional Papers No. 62.*)

The House then adjourned at 4.35 p.m.

MONDAY, MARCH 23RD, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Petition was read and received:—

Of the Corporation of the Township of Sandwich West, praying that an Act may pass authorizing the creation by the petitioners of Public and Separate School areas and for the validation of tax sales.

The following Bill was introduced and read the first time:—

Bill (No. 100), intituled "An Act to amend The Insurance Act." *Mr. Strachan.*

Ordered, That the Bill be read a second time to-morrow.

The following Bills were severally read the second time:—

Bill (No. 14), An Act respecting the Incorporated Synod of the Diocese of Toronto.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 17), An Act respecting the Corporation of the Township of the Front of Leeds and Lansdowne.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 21), An Act respecting the City of St. Catharines.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 26), An Act to authorize conveyance to The Incorporated Synod of the Diocese of Toronto.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 25), An Act respecting the Roman Catholic Separate Schools of Ward Six of the Town of Eastview.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 86), An Act to amend The Assessment Act.

Referred to the Committee on Municipal Law.

Bill (No. 79), An Act respecting Commercial Vehicles.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 44), An Act respecting the Fumigation of Premises.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 81), An Act to provide for imposing a Tax on the Purchasers of Gasoline.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 82), An Act respecting the Handling of Gasoline.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 37), An Act to amend The Sanatoria for Consumptives Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 93), An Act respecting Fair Wages and Hours of Labour in relation to work to be performed under contracts with the Government of Ontario.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 94), An Act to amend The Parents' Maintenance Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 95), An Act to amend The Election Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 96), An Act to amend The Ontario Municipal Board Act, 1932.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 97), An Act to amend The Apprenticeship Act.

Referred to a Committee of the Whole House to-morrow.

The Order of the Day for resuming the Adjourned Debate on the motion for the second reading of Bill (No. 36), An Act to amend The Public Hospitals Act, having been read,

And the Debate having continued, after some time, the motion having been put was carried,

And the Bill was accordingly read a second time and referred to the Committee of the Whole House to-morrow.

On the motion of Mr. Henry, seconded by Mr. Macaulay,

Ordered, That there be laid before this House a Return showing: 1. The grants made by this Government, for the year 1929 and the year 1935, to each district, municipality, or school section, for the following purposes: (1) Public School Grants; (2) Separate School Grants; (3) High School and Collegiate Grants; (4) Agricultural School Grants; (5) Vocational School Grants; (6) University Grants, or other assistance.

Mr. Challies moved, seconded by Mr. Black,

That there be laid before this House a Return showing: All letters, memoranda, messages, minutes of meetings, reports, surveys, correspondence, between the Government or any member of the Government or the Hydro-Electric Power Commission or any member of the Commission since July 11, 1934, with each of the following in connection with the Hydro enterprise in Ontario: (1) H. G. Acres; (2) Stone & Webster Engineering Corporation; (3) J. C. M. German; (4) Jas. G. Harvey; (5) McCarthy & McCarthy; (6) McRuer, Mason, Cameron & Brewin; (7) Long & Daly; (8) Lewis Duncan; (9) R. S. Robertson, K.C.; (10) W. F. Ryan.

And a Debate having arisen, after some time Mr. Kidd moved in amendment, seconded by Mr. Black,

“That there be inserted after the word “with” in the seventh line the following words “Surveys of Power Supply and Demand for”,

The Amendment having been put was lost,

And the main Motion then having been put was lost and so it was declared in the negative.

Mr. Challies moved, seconded by Mr. Black,

That there be laid before this House a Return showing: All letters, memoranda, messages, minutes of meetings, reports, surveys, correspondence, of the Hydro-Electric Power Commission; or any engineer or engineers of the Hydro-Electric Power Commission referring to the frequency changer now installed at the Chats Falls Plant of the Hydro-Electric Power Commission.

After some discussion the motion having been put was lost and so it was declared in the negative.

The House resolved itself into a Committee to consider Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Return to an Order of the House dated 2nd March, 1936, That there be laid before the House a Return showing: 1. How many returned soldiers, dismissed, resigned, or requested to resign from the Ontario Public Service, since July 11, 1934, have to date been re-employed in the Ontario Public Service. 2. What are the names, position, salary, and date of reappointment in each case. 3. How many returned soldiers, employed in the Ontario Public Service, have been dismissed, resigned, or been requested to resign, since April 18, 1935. 4. What are the names, position, salary, and date of dismissal in each case. (*Sessional Papers No. 63.*)

The House then adjourned at 10.35 p.m.

TUESDAY, MARCH 24TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Newman, from the Standing Committee on Standing Orders, presented their Fifth and final Report which was read as follows and adopted:—

Your Committee has carefully examined the following Petitions and finds the notices as published in each case sufficient:—

Of the Corporation of the Township of Sandwich West, praying that an Act may pass authorizing the creation by the Petitioner of Public and Separate School areas and for the validation of tax sales.

Of the Corporation of the Town of Cobourg, praying that an Act may pass authorizing the separation of the said Town from the United Counties of Northumberland and Durham for Municipal purposes.

Mr. Colter, from the Standing Committee on Private Bills, presented their Fourth Report which was read as follows and adopted:—

Your Committee beg to report the following Bills with certain amendments:—

Bill (No. 11), An Act respecting the Township of York.

Bill (No. 18), An Act respecting the Village of Forest Hill.

Your Committee beg to report that the following Bill be not reported, the same having been withdrawn by the promoters thereof:—

Bill (No. 13), An Act respecting the Association of Professional Engineers.

Your Committee would recommend that the fees, less the penalties and the actual cost of printing be remitted on Bill (No. 13), "An Act respecting the Association of Professional Engineers," the same having been withdrawn by the promoters thereof.

Ordered, That the fees, less the penalties and the actual cost of printing, be remitted on Bill (No. 13), "An Act respecting the Association of Professional Engineers," the same having been withdrawn by the promoters thereof.

The Order of the Day for resuming the Adjourned Debate on the Motion that Mr. Speaker do now leave the Chair, and the House resolve itself into the Committee of Supply, having been read,

The Debate was resumed,

And after some time it was on the motion of Mr. Kidd,

Ordered, That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Return to an Order of the House dated March 16th, 1936, that there be laid before the House a Return showing: 1. How many, if any, motor cars, trucks, tractors, or motor snow plows, have been purchased by the Government since January, 1935. 2. For what Department of the Public Service were these purchased. 3. From whom were they purchased and at what price in each case. 4. When and where were competitive tenders called for and what were the amounts tendered in each case. (*Sessional Papers No. 64.*)

The House then adjourned at 11.15 p.m.

WEDNESDAY, MARCH 25TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 101), intituled "An Act to amend The Temiskaming and Northern Ontario Railway Act." *Mr. Hepburn.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 102), intituled "An Act to repeal The Optometry Act." *Mr. Hepburn.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 24), intituled "An Act respecting the Township of Sandwich West." *Mr. Clark.*

Referred to the Committee on Private Bills.

Bill (No. 31), intituled "An Act respecting the Town of Cobourg." *Mr. Carr.*

Referred to the Committee on Private Bills.

Bill (No. 22), intituled "An Act respecting the County of Kent." *Mr. Gordon.*

Referred to the Committee on Private Bills.

Bill (No. 103), intituled "An Act to amend The Vital Statistics Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 104), intituled "An Act respecting Magistrates." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 105), intituled "An Act to amend The Mortgagors' and Purchasers' Relief Act, 1933." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 106), intituled "An Act to amend The Justices of the Peace Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 107), intituled "An Act to amend The Jurors Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Speaker informed the House that the Clerk had received from the Commissioners of Estate Bills their report in the following case:—

Bill (No. 9), "An Act respecting a Trust Settlement of the late Peter Birtwistle and the Corporation of the Borough of Colne."

The report was then read by the Clerk at the Table as follows:—

*To the Honourable, the Legislative Assembly of the Province of Ontario
in Parliament Assembled*

In the matter of an Act respecting a Trust Settlement of the late Peter Birtwistle and the Corporation of the Borough of Colne, England (Bill No. 9).

We, the undersigned, two of the Commissioners of Estates Bills, having perused the above-mentioned Bill therefor, do report as follows:—

By the Settlement of the 27th May, 1918, the trust fund in question is held for the purpose of accumulation for a period of twenty-one years from the death of Peter Birtwistle which occurred on the 19th day of April, 1927. This Fund has now accumulated and amounts, on the 1st day of January, 1936, to \$545,289. Neither the petition nor the agreement referred to in the Bill sets forth the trust upon which this large sum is held, but we find the facts set forth in the report of the case in *Re Birtwistle* (1935), O.R. 433, where the approval of the Court of an agreement between the Trustees and the Mayor, Aldermen, and Burgesses of the Borough of Colne, similar to that in the schedule to the Act was sought and refused.

From this report it appears that the trust agreement provides for the holding of this fund by the Trustees for the period of accumulation, to wit, until April, 1948, and the fund is then directed to be paid over to the Municipal Council of the Town of Colne as Trustees, and is then to be expended by the Municipal Council of Colne as directed by the settlor "for the benefit of the aged and deserving poor of the said Town of Colne, in such manner and without restriction of any kind, as shall be deemed prudent to the said Council," so that the Municipal Council of Colne in the year 1948, are to distribute this fund for the benefit of the aged and deserving poor of the said Town of Colne at that date.

What is now sought is to modify the terms of the settlement made by the settlor in May, 1918, so as to permit this money to be paid over by instalments to the present Municipal Council of the Town of Colne for investment in some building scheme for the benefit of the present poor of that Town, and to permit further payments to be from time to time made prior to the date fixed by the settlor himself.

His Lordship Chief Justice Rose in the judgment referred to determined

that the approval of the Court could not be given to this violation of the terms of the trust upon which this fund is held. The present Council of the Town of Colne has no right whatever to this fund. It is to be held by the present existing Trustees and remain invested within Ontario until A.D. 1948, and is only to be paid over at the expiry of the period of accumulation to the then Council of Colne. Before that date arrives, the Town of Colne has no right, beneficially or otherwise, to the fund in question. At that date the Trustee is to be changed and the Municipal Corporation is to take over the fund and then distribute it among those who are within the ambit of the testator's benefaction.

We refer you to the report of this decision for the reasons which induced the learned Chief Justice to refuse to sanction the agreement referred to.

For the reason that this Bill appears to interfere with the rights of the persons beneficially entitled in a manner which is quite unwarrantable, and to interfere with the rights of the settlor without any excuse or justification, in our opinion it is not reasonable that the Bill should pass into law, and we so report.

Osgoode Hall, 24th day of March, 1936.

W. E. MIDDLETON,
J.A.

C. A. MASTEN,
J.A.

Commissioners of Estates Bills.

Ordered, That Bill (No. 9), "An Act respecting a Trust Settlement of the late Peter Birtwistle and the Corporation of the Borough of Colne" be not further proceeded with.

Mr. Hill asked the following Question (No. 15):—

1. Is Mr. Holton, formerly of Belleville, Ontario, now Bursar of the Ontario Hospital at Hamilton. 2. Is he bonded; if so, by what company and for how much. 3. Does Mr. Holton occupy a residence on the grounds of the Ontario Hospital at Hamilton. 4. Is this residence the property of the Ontario Government. 5. For what was this residence formerly used, and by whom was it occupied. 6. What alterations, changes or repairs were made to this residence for Mr. Holton's occupancy. 7. What was the cost, in detail, of all repairs, alterations, furnishings, equipment, or other matters on which any expenditures were made, for Mr. Holton's occupancy of this residence, or to the grounds connected therewith. 8. What is Mr. Holton's salary, and what perquisites does he enjoy, in addition to this salary. 9. What other position or positions has he had in Provincial Government service since July 11, 1934, where, and at what salary.

The Honourable the Minister of Health replied as follows:—

1. Mr. G. Holton was transferred to the position of Steward at the Ontario Hospital, Hamilton, effective February 1st, 1935. 2. Yes; for \$3,000, with two sureties. 3. Yes; house number 2, for which he is charged rent by the Department

at the rate of \$35 per month. 4. Yes. 5. It was the residence of Dr. R. C. Montgomery, Senior Assistant Physician, Ontario Hospital, Hamilton. 6. Laying new floors, repairs to plumbing, redecoration.

7.—		
Outside—		Cost
Repairing road or curb to drain water from vicinity of house; work performed by patient labour.....	No charge	
Painting: Burning off floor front verandah, painting screens, repairs to broken glass, painting outside of house, ridgeways, valleys, back shed, sills and headers of doorways and windows.		
Labour: Hospital Staff Painter, 160 hours at .49c.....	\$78.40	
Material.....	24.15	
		\$102.55
Eave troughing: Inrig Roofing & Sheet Metal Co., Hamilton...		31.12
Inside—		
Painting and papering; enamelling woodwork living room, dining room, stairs, upper hall, front door.		
Robert Duncan & Co., Ltd., Hamilton, 170½ hours at .85c.....	\$144.92	
Material.....	70.71	
		215.63
Painting bathroom; woodwork and radiators in 3 bedrooms, filling and shellacing floors upstairs and down; painting 1 bedroom complete, walls and woodwork; painting hallway upstairs and down, pantry, back stairway and kitchen, downstairs toilet and cellarway; floor in back shed.		
Material.....	\$36.70	
Labour, hospital staff painter, 138 hours at .49c.	67.62	
		104.32
Refinishing floors—Robert Duncan & Co., Hamilton.....		26.00
Repairing flooring upstairs:		
Material.....	\$66.74	
Labour, hospital staff carpenter, 68 hours at .65½c per hour.....	44.54	
		111.28
Toilet Room: New window, door, sash and frames:		
Material.....	\$11.39	
Labour, hospital staff carpenter, 60 hours at .70c per hour.....	42.00	
		53.39
Plumbing Repairs: Changing water pipe, connection for toilet, installing lavatory basin, toilet and radiator, repairing closet tank, repairing radiator.		
Old material used.....	\$ 9.80	
New material used.....	103.48	
		\$113.28
Labour, hospital staff plumber, 90 hours at .65½c per hour.....	58.95	
		172.23

Plaster Repairs:

Material.....	\$10.15	
Labour, hospital staff plasterer, 48 hours at $.56\frac{3}{4}c$ per hour.....	27.24	\$37.39
	<hr/>	

Mason Work: Cutting out stone work in cellar to lower electrical service box, cutting through stone wall for new window, cutting through brick wall and building for change in soil pipe.

Material.....	\$1.36	
Labour, hospital staff mason, 38 hours at .70c per hour.....	26.60	27.96
	<hr/>	

Electrical Work: Repairing lights, connecting electric stove, installing floor plugs, changing location of panel box, lowering telephone cable box, changing position of service box, disconnecting and reconnecting wiring.

Material.....	\$14.78	
Labour, hospital staff electrician.....	39.20	53.98
	<hr/>	

Furniture and Furnishings: A. M. Souter & Co., Ltd., Hamilton.

13 yards stair carpet (laid) at \$4.00.....	\$52.00	
9 square yards inlaid linoleum (laid) at \$1.60...	14.40	
1 refrigerator.....	29.40	95.80
	<hr/>	
Ontario Reformatory—2 mattresses.....		24.00
Moffats, Limited, electric range.....		96.11
	<hr/>	
Total.....	\$1,151.76	
	<hr/>	

8. Salary \$3,000 per annum; less perquisites, amounting to \$708 per annum; Mr. Holton enjoys no perquisites in addition to his salary. 9. Mr. Holton was appointed under the Department of Education as Acting Business Administrator at the Ontario School for the Deaf, Belleville, for the period from August 16 to August 31, 1934, for which he was paid \$125; he was appointed Business Administrator at the Ontario School for the Deaf, Belleville, on September 1, 1934, at a salary of \$4,200 per annum, less perquisites, amounting to \$1,200 per annum.

Mr. Craig asked the following Question (No. 99):—

1. In connection with the special courses in Agriculture given by the Department of Agriculture at the Kemptville Agriculture College in 1935: (a) How many lectures were given on what subjects and by whom; (b) How many demonstrations were given on what subjects, and by whom.

The Honourable the Minister of Agriculture replied as follows:—

Special Course held at Kemptville Jan. 14-26, 1935.

No. of Lectures	Subject	By Whom
6	Poultry.....	J. F. Fraser, Instructor, K.A.S.
4	Gas Engines.....	C. A. Warren, Instructor, K.A.S.
2	Horses and Sheep.....	A. M. Barr, Agricultural Representative Grenville County.
2	Potatoes and Diseases.....	Jno. Tucker, Federal Agric. Branch, Ottawa.
3	Farm Woodlot, Home Beautification, Apple Orchardng...	A. J. Logsdail, K.A.C., Horticulturist.
2	Pasture Improvement.....	E. K. Hampson, N.V., Potash Institute Hamilton.
4	Farm Programme in Eastern Ontario and the Dairy Situation.....	A. C. Fraser, National Dairy Council, Ottawa. J. F. Singleton, Dairy Commissioner, Ottawa. Dr. E. S. Archibald, Central Experimental Farm, Ottawa.
1½ days	Seed Selection and Judging Crop Improvement Programme.....	Prof. W. J. Bell, Principal, K.A.S. L. E. Newman, Central Exper. Farm, Ottawa. J. W. Mackay, Seed Branch, Ottawa. Geo. Elliott, Seed Branch, Ottawa. Ed. Wallace, Bell's Corners.
1	Dairy Cattle.....	T. J. Davidson, Avondale Farm, Brockville.
3	Judging Dairy Cattle, Hay and Pasture Crops.....	J. C. Shearer, K.A.C.
(a)		
No. of Demonstrations	Subject	By Whom
4	Poultry.....	J. F. Fraser, Instructor, K.A.S.
2	Farm Water Supply and Sewage Disposal, Rope Splicing.	C. A. Warren, Instructor, K.A.S.
2	Sterility Clinic on Cattle.....	Dr. D. M. Robertson, Federal Health of Animals Branch, Brockville.
2	Horses and Sheep.....	A. M. Barr, Agr. Rep., Grenville Co.
1 day	Demonstration on Farm Machinery.....	International Harvester Co., A.C. Atchie, Local Agent.
2 days	Parasites in Hogs and Sheep, Judging Hogs and Sheep, Killing and Dressing Hogs and Sheep.....	E. C. Stillwell, O.A.C., Guelph. L. W. Pearsall, Federal Live Stock Branch, Ottawa.
	Judging Dressed Carcasses of Hogs and Sheep.	W. P. Watson, Ontario Live Stock Branch, Toronto.
	Cutting Up Carcasses of Hogs and Sheep.	
	Curing Meats.	
1	Judging Dairy Cattle.....	J. C. Shearer, K.A.C.

Mr. Ellis asked the following Question (No. 109):—

1. What was the maximum 20-minute peak primary loads, on the various systems of the Ontario Hydro-Electric Commission, for each of the months since November 1, 1934. 2. What percentage of an increase or decrease is this over the same month of the previous year, on each system.

The Honourable the Attorney-General replied as follows:—

1.—

PRIMARY LOADS

MAXIMUM 20-MINUTE PEAKS

Systems	November, 1934		December, 1934		January, 1935		February, 1935	
	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.
Niagara.....	943,565	+ 2.9	955,898	+ 2.6	937,265	+ 5.1	898,257	+ 4.7
Eastern Ontario...	96,019	+ 5.6	96,783	+ 5.3	96,622	+ 7.4	95,529	+10.8
Georgian Bay.....	25,402	+ .4	26,816	+ 5.2	25,429	+ 1.0	23,083	+ 1.9
Thunder Bay.....	57,507	-10.9	69,658	+27.3	58,244	+16.9	53,887	+ 7.8
Nipissing.....	3,882	+ 6.9	4,008	+ 2.7	3,845	+ 2.5	3,412	+ 2.2
Sudbury.....	12,735	+ 1.6	13,003	+ 1.6	12,802	+ .5	12,064	- 8.2
Abitibi.....	33,512	+105.	32,842	+122.7	34,852	+100.0	34,182	+70.0
Patricia.....	2,828	+ 5.0	2,855	+ 4.4	2,936	+ 7.1	3,003	+11.5
Manitoulin.....	100	+31.6	108	+28.5	112	+33.3	108	+35.0
Espanola-McMillan....	536	-	535	-	539	-	512	-
Total of all Systems	1,176,086	+ 3.8	1,202,506	+ 5.7	1,172,646	+ 7.2	1,124,037	+ 6.4

Systems	March, 1935		April, 1935		May, 1935		June, 1935	
	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.
Niagara.....	863,137	+ 3.0	847,453	+ 6.6	853,753	+ 5.8	856,836	+ 5.5
Eastern Ontario...	93,324	+ 5.4	93,123	+ 6.0	94,135	+ 7.3	93,881	+ 5.3
Georgian Bay.....	22,279	- 1.9	21,836	+ 4.1	22,279	- 3.2	24,001	- 7.1
Thunder Bay.....	59,290	+20.8	60,322	+18.9	65,174	+ .5	63,137	- 3.1
Nipissing.....	3,452	+ 3.9	3,606	- 4.4	3,485	.0	3,241	-14.1
Sudbury.....	11,796	- 4.3	11,528	- 1.7	11,126	- 2.9	11,796	- 1.7
Abitibi.....	35,563	+23.8	32,485	+12.7	34,212	+27.0	34,210	+27.1
Patricia.....	3,284	+19.5	3,324	+21.0	3,244	+20.1	3,391	+23.4
Manitoulin.....	104	+ 8.3	92	+21.1	92	+15.0	88	+10.0
Espanola.....	509	-	497	-	500	-	514	-
St. Joseph.....	335	-	811	-	938	-	1,005	-
Total of all Systems	1,093,073	+ 4.5	1,075,077	+ 7.2	1,008,938	+ 6.0	1,092,100	+ 5.2

2.—

Systems	July, 1935		August, 1935		September, 1935		October, 1935	
	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.
Niagara.....	805,898	+ 5.3	828,820	+ 4.7	888,204	+ 7.7	929,222	+ 2.4
Eastern Ontario...	90,255	+ 5.8	90,851	+ 8.2	96,877	+ 4.6	103,559	+12.9
Georgian Bay.....	28,391	+ 1.9	29,082	+ 8.1	25,261	+ 1.8	27,534	+12.4
Thunder Bay.....	60,845	+29.3	61,857	+43.3	64,202	+20.3	66,823	+11.0
Nipissing.....	3,485	+ 3.8	3,660	+ 6.7	3,867	+15.4	3,921	+ 2.1
Sudbury.....	10,657	- 8.1	11,662	+ .6	11,930	+ .6	13,070	+ 4.8
Abitibi.....	36,216	+17.4	41,307	+52.8	42,518	+47.5	43,731	+38.8
Patricia.....	3,271	+24.5	3,338	+27.1	3,338	+25.1	3,512	+24.2
Manitoulin.....	90	+18.4	98	+22.5	110	+31.0	114	+29.5
Espanola.....	517	+245.	520	+23.2	518	+ 7.5	547	+ 7.5
St. Joseph.....	1,139	-	1,180	-	1,247	-	1,314	-
Total of all Systems	1,040,764	+ 6.8	1,072,375	+ 8.2	1,138,072	+ 9.2	1,193,347	+ 5.2

PRIMARY LOADS—*Continued*

MAXIMUM 20-MINUTE PEAKS

	November, 1935		December, 1935		January, 1936	
	Horse-power	% Incr.	Horse-power	% Incr.	Horse-power	% Incr.
Niagara.....	987,802	+ 4.7	988,740	+ 3.4	969,035	+ 3.4
Eastern Ontario...	106,139	+10.5	107,185	+10.7	104,397	+ 8.0
Georgian Bay.....	27,440	+ 8.0	27,466	+ 2.4	25,690	+ 1.0
Thunder Bay.....	70,255	+22.2	65,181	- 6.4	63,009	+ 8.2
Nipissing.....	4,162	+ 7.2	4,095	+ 2.2	4,048	+ 5.3
Sudbury.....	14,075	+10.5	14,008	+ 7.7	14,209	+11.0
Abitibi.....	47,630	+42.1	57,357	+74.6	58,915	+69.0
Patricia.....	3,525	+24.6	3,512	+23.0	3,539	+20.5
Manitoulin.....	122	+22.0	134	+24.1	118	+ 5.3
Espanola.....	536	0	533	- .4	267	-50.5
St. Joseph.....	1,367	-	1,394	-	1,327	-
Total of all Systems	1,263,053	+ 7.4	1,269,605	+ 5.6	1,244,554	+ 6.1

NOTE.—% Increase—Increase over corresponding month of previous year.

Mr. Murphy asked the following Question (No. 112):—

1. How many persons are employed in the Amusement Tax Branch of the Ontario Treasury Department. 2. What are the names, positions and salaries of each employee in this branch of the service. 3. How many, if any, dismissals, resignations, or requested resignations have there been in this branch of the service since July 11, 1934. 4. How many persons were employed in the administration of The Amusement Tax Act as of July 11, 1934.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. There is no Branch of the Treasury Department known as the Amusements Tax Branch. The administration of The Amusements Tax Act is under the Amusements Revenue Branch, which Branch looks after the requirements of the Theatres and Cinematographs Act, including the licensing of Theatres, Public Halls, Arenas, Motion Picture Projectionists, etc., also the requirements of The Travelling Shows and Circuses Act; and the balance of the requirements of the former Motion Picture Bureau; also the supervision of Wagers at Race Tracks under The Corporations Tax Act. Number of employees in Amusements Revenue Branch, 42. Number of employees wholly or partly employed in the administration of The Amusements Tax Act, 42.

2.—

AMUSEMENTS REVENUE BRANCH

Permanent Staff:

R. C. Buckley.....	Director.....	\$3,500.00
F. E. Bell.....	Clerk Stenographer, Group 1.....	1,200.00
T. Bristow.....	Clerk Stenographer, Group 1.....	1,125.00
B. Brown.....	Senior Clerk Stenographer.....	1,300.00
C. Chamberlain.....	Clerk, Group 2.....	1,125.00
H. T. Dobson.....	Chief Inspector of Theatres.....	2,400.00

AMUSEMENTS REVENUE BRANCH—*Continued*Permanet Staff:—*Continued*

W. H. Gleed	Senior Inspector	\$2,000.00
A. H. Gray	Inspector, Amusements Tax	1,600.00
W. J. Jones	Senior Clerk	2,000.00
A. Larsen	Clerk Stenographer, Group 2	975.00
G. McCabe	Clerk, Group 2	975.00
J. McNamara	Inspector of Theatres	2,200.00
G. H. Richardson	Inspector	1,200.00
L. B. Richardson	Clerk Typist, Group 1	975.00
N. Scott	Clerk, Group 2	1,200.00
G. Shute	Filing Clerk	900.00
J. Wallace	Clerk, Group 2	1,200.00
F. M. Crook	Clerk Stenographer, Group 1	975.00
R. V. Metcalfe	Cashier	1,200.00
G. E. Gray	Inspector	1,300.00
A. M. Taylor	Inspector	1,200.00
J. G. Varney	Ledgerkeeper	900.00
A. C. McCauley	Inspector	1,100.00
W. D. McPhee	Inspector	1,300.00
F. H. Cable	Inspector	1,500.00
C. R. Duncanson	Clerk, Group 3	825.00
D. O'Reilly	Filing Clerk, Group 2	825.00
J. J. Fox	Inspector	1,500.00
W. J. Chalmers	Inspector	975.00
A. A. Buck	Clerk, Group 2	1,050.00
W. W. McKinlay	Head Clerk, Group 1	2,850.00
		\$43,375.00

Temporary Staff:

Per Month

J. J. O'Neill	Clerk, Group 1	\$100.00	\$1,200.00
A. E. McLean	Clerk, Group 1	100.00	1,200.00
G. Brian	Office Boy	50.00	600.00
R. J. Johnston	Clerk Stenographer, Group 2	75.00	900.00
A. M. Howe	Clerk Stenographer, Group 2	75.00	900.00
V. J. Humphrey	Clerk, Group 1	100.00	1,200.00
M. H. Ferrier	Clerk, Group 1	87.50	1,050.00
R. S. McCallum	Inspector	100.00	1,200.00
L. P. Flynn	Inspector	100.00	1,200.00
A. J. McIntyre	Inspector	100.00	1,200.00
J. A. Richea	Office Boy	43.75	525.00
			\$11,175.00

3. Eight (8). 4. The Amusements Tax Act administration on July 11, 1934, was under the Controller of Revenue Office with a number of employees in that office doing part time work on Amusements Tax. Number of Employees in Office of Controller of Revenue—July 11th, 1934—102. Number of Employees wholly or partly employed in the Administration of The Amusements Tax Act—36.

Mr. Duckworth asked the following Question (No. 116):—

What was the quantity and the wholesale value of the beer sold from breweries and brewery warehouses to holders of authority under the Liquor Control Board, for the calendar year 1935.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

Gallons	Value
13,139,929	\$16,958,197.31

Mr. Challies asked the following Question (No. 124):—

What bonds or other liabilities of the Hydro-Electric Power Commission, owing to or guaranteed by this Government, mature or matured during the calendar years: (a) 1934; (b) 1935; (c) 1936; (d) 1937; (e) 1938; giving the dates and total amounts in each case.

The Honourable the Attorney-General replied as follows:—

Bond liabilities of the Hydro-Electric Power Commission maturing: (a) 1934—Nil; (b) 1935—5% H.E.P.C. debentures matured January 1st, 1935, issued in connection with the purchase of Dominion Power properties—\$8,000,000; (c) 1936—Nil; (d) 1937—Nil; (e) 1938—4½% H.E.P.C. debentures due February 1st, 1938—\$9,000,000.

Mr. Price asked the following Question (No. 131):—

Up to what date or dates have payments been allowed or made to Quebec power companies under the former contracts with the Hydro-Electric Power Commission, *i.e.*, Gatineau Power Co., MacLaren-Quebec Power Company, Ottawa Valley Power Co., Beauharnois Light, Heat and Power Co.

The Honourable the Attorney-General replied as follows:—

Gatineau Power Company—25 cycle power to October 31st, 1935. 60 cycle power to October 31st, 1935, with the exception of 6,000 horsepower due October 1st, 1935, and not taken.

MacLaren-Quebec Power Company—To December 5th, 1935.

Ottawa Valley Power Company—To October 31st, 1935.

Beauharnois Light, Heat and Power Company—To October 31st, 1935, with the exception of 67,000 horsepower due October 1st, 1935, and not taken.

Mr. Nesbitt asked the following Question (No. 133):—

1. Who was appointed counsel for the inquiry into the Manufacturers Finance Corporation, Ltd. 2. What were the legal fees paid in connection with this inquiry, and to whom were they paid. 3. What was the total costs of this investigation.

The Honourable the Attorney-General replied as follows:—

1. Stanley Springsteen, Esq., K.C.; Salter Hayden, Esq., K.C. 2. Stanley Springsteen, Esq., K.C., \$1,000.00; Salter Hayden, Esq., K.C., \$1,000.00; J. R. Stirrett, Solicitor (Parker, Clark & Hart), \$232.95. 3. \$3,243.39.

Mr. Challies asked the following Question (No. 136):—

1. How many Justices of the Peace have been appointed since March 1, 1935. 2. What salaries do they get per annum. 3. Give names, addresses and jurisdiction of these Justices of the Peace. 4. Is there any allowance for travelling expenses. 5. (a) How many Justices of the Peace have received an increase in salary since March 1, 1935; (b) If any, give names, addresses and amount of increase in each case.

The Honourable the Attorney-General replied as follows:—

(1). 137. (2). 7 at \$150.00, 12 at \$100.00; 118 no salary.

(3)	Name	Address	Jurisdiction
	T. N. Dunn	Ingersoll	Oxford
	Robt. Oliver	Thamesford	Oxford
	L. A. Heimler	Linwood	Waterloo
	S. Cassel	Kitchener	Waterloo
	W. J. Brady	Port Carling	Muskoka
	S. R. Armstrong	Peterborough	Peterborough
	W. D. Vanderburgh	Doyle	Thunder Bay
	Maurice Stark	Gowganda	Temiskaming
	Dr. J. G. McKee	Elk Lake	Temiskaming
	N. Ball	Orillia	Simcoe
	Wm. Beacock	Nestleton	Durham
	Thos. Walker	Onondaga	Brant
	Frank King	R.R. 1, Willoughby	Welland
	Robt. Streich	Webbwood	Sudbury
	F. Thornton	Walford Station	Algoma
	Geo. M. Hughes	Barwick	Rainy River
	A. H. Cooke	Schumacher	Cochrane
	A. B. Law	1178 Eglinton Ave., Toronto	York
	John Leith	Hamilton	Wentworth
	J. S. Cordingly	Nakina	Thunder Bay
	W. F. Edmonds	Silverwater	Manitoulin
	Oliver Amos	Lieury	Middlesex

Name	Address	Jurisdiction
Geo. M. Johnston.....	Hymers.....	Thunder Bay
Wm. Fleming.....	Quorn.....	Thunder Bay
Richard Pifer.....	Kakabeka Falls.....	Thunder Bay
Dan. McDonald.....	Cobden.....	Renfrew
A. Mackay.....	Larder Lake.....	Temiskaming
John K. Marty.....	Metachewan.....	Temiskaming
T. W. Greenless.....	Cobalt.....	Temiskaming
J. A. Bremner.....	255 Vaughan Rd., Toronto..	York
B. Ebbett.....	Iroquois Falls.....	Cochrane
N. Caron.....	Timmins.....	Cochrane
J. W. Muirhead.....	135 Sutherland Ave., Leaside.	York
G. Moscrop.....	Poplar.....	Manitoulin
Henry Barker.....	Thistletown.....	York
Col. S. L. Penhorwood....	Sault Ste. Marie.....	Algoma
Wm. Gowdy.....	Limehouse.....	Halton
E. Y. Barraclough.....	Glen Williams.....	Halton
Patrick Gleason.....	Napanee.....	Lennox & Addington
G. S. Reid.....	Napanee.....	Lennox & Addington
Robert Steven.....	Canamore.....	Stormont
Nelson McRae.....	Moose Creek.....	Stormont
W. N. Begg.....	Monklands.....	Stormont
Frank Glassford.....	Wallaceburg.....	Kent
Miss Jean Canning.....	Orillia.....	Simcoe
John Dunn.....	Alliston.....	Simcoe
J. W. McBain.....	Kirkland Lake.....	Temiskaming
A. S. Baker.....	Stevensville.....	Welland
James Clark.....	Northbrook.....	Lennox & Addington
Joseph Storms.....	Harrowsmith.....	Frontenac
Harry Johnson.....	Monteith.....	Cochrane
Bruce Hamilton.....	Clarksburg.....	Grey
Chas. Kerr.....	Tweed.....	Hastings
T. E. Ketcheson.....	Belleville.....	Hastings
R. H. McMeekin.....	Sault Ste. Marie.....	Algoma
Peter Cosco.....	Sault Ste. Marie.....	Algoma
Robt. C. Gardner.....	Hamilton.....	Wentworth
Jonas House.....	Niagara Falls.....	Welland
Adam A. Armstrong.....	Fergus.....	Wellington
Chas. M. Allen.....	Elora.....	Wellington
S. Lionel Poirier.....	Ottawa.....	Carleton
Wesley Anderson.....	Providence Bay.....	Manitoulin
James Dixon.....	Maxville.....	Glengarry
Alex. Murray.....	Ophir.....	Algoma
J. H. Cleary.....	Sudbury.....	Sudbury
E. A. Roth.....	Tavistock.....	Oxford
Bert Nolan.....	Stouffville.....	York
Martin Doyle.....	Kaministiquia.....	Thunder Bay
Ira B. Solomon.....	Brighton.....	Northumberland
Laval Warrell.....	Cochrane.....	Cochrane
George Howard.....	Amherst Island.....	Lennox
Berne Flynn.....	Hespeler.....	Waterloo
F. Goddard.....	Temagami.....	Nipissing

Name	Address	Jurisdiction
Alex. MacGregor.....	Whitney.....	Renfrew
James Reynolds.....	Madawaska.....	Renfrew
J. E. Smith.....	Queensville.....	York
Wm. Bain.....	Trenton.....	Hastings
Wilmot Riddell.....	Baldwin.....	York
W. F. Malott.....	Cottam.....	Essex
M. R. Stenabaugh.....	Lynden.....	Wentworth
John A. Montague.....	Gowganda.....	Temiskaming
Herb. Bennett.....	Cain.....	Temiskaming
D. H. Learmonth.....	Hudson.....	Kenora
James Clement.....	Chesterville.....	Dundas
Denis Nolan.....	Bradford.....	Simcoe
E. E. Lyons.....	Ancaster.....	Wentworth
G. T. Puffer.....	Peterborough.....	Peterborough
W. Wright.....	Atikokan.....	Rainy River
Miss Edith C. Gay.....	Simcoe.....	Norfolk
Samuel French.....	Leamington.....	Essex
Harry C. Brown.....	Lindsay.....	Victoria
Don Cameron.....	Sudbury.....	Sudbury
Stanley Capes.....	Brigden.....	Lambton
Austin Neame.....	Timmins.....	Cochrane
George Drew.....	Timmins.....	Cochrane
C. A. Saville.....	Kapuskasung.....	Cochrane
John McAuley.....	Elmvale.....	Simcoe
Chas. H. Drummond.....	Port Elgin.....	Bruce
Dr. H. L. Hilliard.....	Waterloo.....	Waterloo
Miss A. Jackson.....	Police Court, London.....	Middlesex
G. B. Weiler.....	Jellicoe.....	Thunder Bay
Edgar Eckensweller.....	Clifford.....	Wellington
Thos. L. Renaud.....	McGregor.....	Essex
Rich. Manion.....	Eastview.....	Carleton
D. Epstein.....	Ottawa.....	Carleton
J. D. Watt.....	Welland.....	Welland
E. A. Lamothe.....	Franz.....	Algoma
J. C. Hamilton.....	Port Arthur.....	Thunder Bay
Grant Hill.....	Orillia.....	Simcoe
Clarence Rutter.....	Picton.....	Prince Edward
Allan Campbell.....	Dalkeith.....	Glengarry
C. H. Kerr.....	Tweed.....	Hastings
Ed. Garrity.....	Barrie.....	Simcoe
F. P. O'Connor.....	Toronto.....	York
Chester S. Walters.....	Toronto.....	York
D. H. Learmonth.....	Hudson.....	Kenora
Leonard Knuth.....	Golden Lake.....	Renfrew
Alfred McCutcheon.....	Roblin.....	Lennox & Addington
C. O. Drader.....	Inverary.....	Fronenac
Robt. Reaburn.....	Mono Mills.....	Peel
T. Harry Saunders.....	37 Northview Ave., Toronto	York
Josiah A. Marshall.....	Orangeville.....	Dufferin
Henry Longhurst.....	Windermere.....	Muskoka
Ferdinand Lepensee.....	Plantagenet.....	Prescott & Russell

Name	Address	Jurisdiction
Andrew Autio.....	Wabos.....	Algoma
Jack Dubroy.....	Oba.....	Algoma
William Holmes.....	Brockville.....	Leeds & Grenville
R. K. Cowan.....	Ayr.....	Waterloo
John Abel.....	Langton.....	Norfolk
William Aubrey Robinson	Brampton.....	Peel
Lt.-Col. Wm. W. Soden- Irwin.....	Toronto.....	York
Chas. Robinson.....	Lindsay.....	Victoria
H. Dudley Waters.....	Highland Creek.....	Ontario & York
Murray Fromson.....	Red Lake.....	Patricia
J. Truckinin.....	Peterbell.....	Algoma
W. W. Westaway.....	Jackson Manion.....	Patricia
J. G. Lethbridge.....	Glencoe.....	Middlesex

(4). No. (5) a. None; (b) Answered by 5 (a).

The Order of the Day for resuming the Adjourned Debate on the Motion that Mr. Speaker do now leave the Chair, and the House resolve itself into the Committee of Supply, having been read,

The Debate was resumed,

And after some time it was on the motion of Mr. Elgie,

Ordered, That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Return to an Order of the House dated March 19th, 1936, that there be laid before the House a Return showing: The number of brands of beer, wines, or spirituous liquors listed for sale in the stores of the Liquor Control Board of Ontario since March 1, 1935, to date, together with the name of the manufacturer, his agent in Canada or Ontario, his place of business, and the nature and extent of the order placed with him. (*Sessional Papers No. 65.*)

The House then adjourned at 11.00 p.m.

THURSDAY, MARCH 26TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 108), intituled "An Act to confirm Tax Sales." *Mr. Croll.*

Ordered, That the Bill be read the second time to-morrow.

Bill (No. 109), intituled "An Act to amend The Factory, Shop and Office Building Act." *Mr. Croll.*

Ordered, That the Bill be read the second time to-morrow.

Bill (No. 110), intituled "An Act to amend The Workmen's Compensation Act." *Mr. Schwenger.*

Ordered, That the Bill be read the second time to-morrow

The Order of the Day for resuming the Adjourned Debate on the Motion that Mr. Speaker do now leave the Chair, and the House resolve itself into the Committee of Supply, having been read,

The Debate was resumed,

And after some time it was on the motion of Mr. Henry,

Ordered, That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Return to an Order of the House dated the 23rd March, 1936, that there be laid before the House a Return showing: 1 The totals of grants made by this Government, for the year 1929 to the year 1935, inclusive, for the following purposes: (1) Public School Grants; (2) Separate School Grants; (3) High School and Collegiate Grants; (4) Agricultural School Grants; (5) Vocational School Grants; (6) University Grants or other assistance. (*Sessional Papers No. 66.*)

The House then adjourned at 11.40 p.m.

FRIDAY, MARCH 27TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Colter, from the Standing Committee on Private Bills presented their Fifth Report which was read as follows and adopted:—

Your Committee beg to report the following Bills with certain amendments:—

Bill (No. 23), An Act respecting The Mercantile Fire Insurance Company.

Bill (No. 28), An Act respecting the City of Ottawa.

Your Committee beg to report the following Bills without amendment:—

Bill (No. 6), An Act respecting The Incorporated Synod of the Diocese of Ottawa.

Bill (No. 8), An Act respecting the Township of Nepean.

Bill (No. 19), An Act respecting the Municipality of Shuniah.

Your Committee beg to report that the following Bill be not reported:—

Bill (No. 27), An Act respecting the Township of Scarborough.

Your Committee would recommend that the fees, less the penalties and the actual cost of printing, be remitted on Bill (No. 6), "An Act respecting The Incorporated Synod of the Diocese of Ottawa" on the ground that it relates to a religious institution.

Ordered, That the fees, less the penalties and the actual cost of printing, be remitted on Bill (No. 6), "An Act respecting the Incorporated Synod of the Diocese of Ottawa."

The following Bills were severally introduced and read the first time:—

Bill (No. 111), intituled "An Act to amend The Dog Tax and Sheep Protection Act." *Mr. Marshall*.

Ordered, That the Bill be read the second time on Monday next.

Bill (No. 112), intituled "An Act to amend The Railway Act." *Mr. Murphy*.

Ordered, That the Bill be read the second time on Monday next.

Bill (No. 113), intituled "An Act respecting the Dairy Industry." *Mr. Marshall*.

Ordered, That the Bill be read the second time on Monday next.

Bill (No. 114), intituled "An Act to amend The Branding of Live Stock Act." *Mr. Marshall.*

Ordered, That the Bill be read the second time on Monday next.

Bill (No. 115), intituled "An Act to amend The Co-operative Marketing Loan Act, 1932." *Mr. Marshall.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 116), intituled "An Act to amend The Companies Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 117), intituled "An Act to amend The Insurance Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 118), intituled "An Act to amend The Highway Traffic Act." *Mr. McQuesten.*

Ordered, That the Bill be read a second time on Monday next.

Mr. Price asked the following Question (No. 107):—

1. What is the designation of the different reserves of funds set up by the Hydro-Electric Power Commission out of the revenues received from the sale of electric energy to the various municipal systems. 2. What is the total amount at the credit of each of these reserves or funds as of the date of the report of the Commission of October 31, 1935, giving the amount separately for each system. 3. What is the amount of deductions to date from each of these funds individually in respect to each system.

The Honourable the Attorney-General replied as follows:—

1. Sinking Fund Reserve: Renewals Reserve; Obsolescence and Contingencies.

2. Reserve for Sinking Fund:

Niagara System.....	\$30,613,933.33
Niagara rural lines.....	12,453.46
Thunder Bay System.....	1,450,350.77
Georgian Bay System.....	1,190,699.56
Georgian Bay rural lines.....	1,018.58
Eastern Ontario System.....	1,514,404.40
Nipissing rural power districts.....	1,225.19
Manitoulin rural power district.....	1,059.49
Bonnechere River storage system.....	7,373.03
Service buildings and equipment.....	141,610.47
Office buildings.....	187,626.19
	\$35,121,754.47

Reserve for Renewals:

Niagara System	\$23,274,339.89
Niagara rural lines	4,623.24
Thunder Bay System	1,763,831.49
Georgian Bay System	1,762,990.41
Georgian Bay rural lines	673.90
Eastern Ontario System	3,850,477.24
Nipissing rural power districts	5,928.94
Manitoulin rural power district	3,651.79
Service buildings and equipment	337,243.34
Office buildings	130,775.70
	<hr/>
	\$31,134,535.94
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Reserves for Obsolescence and Contingencies:

Niagara System	\$3,778,184.19
Niagara rural lines	2,386.60
Thunder Bay System	746,529.49
Georgian Bay System	493,575.46
Georgian Bay rural lines	297.76
Eastern Ontario System	1,298,240.13
Nipissing rural power districts	2,271.09
Manitoulin rural power district	1,793.67
	<hr/>
	\$6,323,278.39
	<hr/> <hr/>

3. Deductions from Sinking Fund:

Repayments to Provincial Treasurer of Ontario under Debt Retirement Plan, to October 31, 1935 (from total of all systems)	\$21,831,698.71
Used to retire Bonds assumed under Trust Deeds (Niagara System)	8,475,981.14
	<hr/>
	\$30,307,679.85
	<hr/> <hr/>

Deductions from Renewals Reserve:

Niagara System	\$1,976,131.68
Thunder Bay System	15,567.50
Georgian Bay System	229,543.19
Eastern Ontario	934,126.19
Service buildings	13,643.74
Office buildings	680.54
	<hr/>
	\$3,169,692.84
	<hr/> <hr/>

Deductions from Contingencies and Obsolescence:

Niagara System—

Contingencies Expense.....	\$2,073,682.70
Appropriation in reduction of power costs to municipalities....	13,807,676.21
Repayment to Provincial Treasurer in respect of preliminary engineering expenses, 1909-1925.....	1,218,559.35
Hamilton Street Railway—operating shortage.....	131,176.19
Hamilton Terminal Bldg.—Operating shortage.....	40,070.78
Essex System—Reduction in cost of lines.....	20,592.90
Transfer to Fire Insurance reserve.....	27,500.00
	<hr/>
	\$17,319,258.13
	<hr/> <hr/>

Deductions from Contingencies and Obsolescence:

Georgian Bay System—

Contingencies Expense.....	\$223,240.50
Repayment to Provincial Treasurer in respect of preliminary engineering expenses, 1909-1925....	184,210.69
American exchange in respect of capital retirements.....	49,177.14
Mount Forest Line write-off.....	11,569.09
	<hr/>
	\$468,197.42
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Thunder Bay System—

Contingencies Expense.....	\$ 3,920.34
Appropriation in reduction of power costs to municipalities....	143,499.15
American exchange in respect of capital retirements.....	130,547.92
	<hr/>
	\$277,967.41
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Eastern Ontario System—

Contingencies Expense.....	\$487,747.09
Repayment to Provincial Treasurer in respect of preliminary engineering expense, 1909-1925.....	168,613.27
American exchange in respect of capital retirements.....	95,460.30
Property write-off.....	840,167.14
	<hr/>
	\$1,591,987.80
	<hr/> <hr/>

Mr. Kidd asked the following Question (No. 125):—

1. What is the official position of Mr. Murray McCrimmon in the Ontario Hydro-Electric Power Commission. 2. What date was he appointed. 3. Is he a temporary or permanent employee. 4. What salary is paid to Mr. McCrimmon.

The Honourable the Attorney-General replied as follows:—

1. Mr. A. Murray McCrimmon is Secretary and Controller of the Hydro-Electric Power Commission of Ontario and the following subsidiary companies:—

The Hamilton Street Railway Company;
The Lincoln Electric Light and Power Co., Ltd.

He is also Secretary of the following subsidiary companies:—

The Ontario Power Company of Niagara Falls.
The Ontario Transmission Company, Limited.
The Electrical Development Company of Ontario, Ltd.
The Toronto Power Company, Ltd.
Toronto and Niagara Power Company.
The Toronto Electric Light Company, Ltd.
The Galetta Electric Light and Milling Co., Ltd.
The Wahnapiatae Power Company, Ltd.
The Wahnapiatae Boom and Timber Slide Co., Ltd.
Upper Wahnapiatae River Improvement Co., Ltd.
The Brantford Electric and Operating Co., Ltd.
The Brantford and Hamilton Electric Railway Co.
The Dundas Electric Company, Ltd.
The Hamilton Cataract Power Light and Traction Co.
The Hamilton Electric Light and Cataract Power Co.
The Hamilton Electric Light and Power Co., Ltd.
Hamilton, Grimsby and Beamsville Electric Railway Co.
The Hamilton Radial Electric Railway Co.
Hamilton Terminal Company, Ltd.
Western Counties Electric Company, Ltd.

2. He was appointed Assistant Secretary of the Hydro-Electric Power Commission of Ontario on August 14th, 1934. He was appointed Assistant Secretary and Controller on November 1st, 1934, and was appointed Secretary and Controller following the resignation of Mr. Pope, on February 1st, 1936. 3. He is not a temporary employee, and is engaged on the same basis of employment as all other employees of the Hydro-Electric Power Commission of Ontario. 4. His net salary is \$8,721.24.

Mr. Heighington asked the following Question (No. 126):—

1. What was the total amount collected in gasoline tax for the (a) Five months ending March 31, 1935; (b) Ten months ending January 31, 1936.
2. What was the total amount of rebates made during the same periods for gasoline used by: (a) Tractor and farm machinery; (b) Motor boats; (c) Other interests.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. (a) \$5,176,608.76; (b) \$14,477,085.43. 2. (a) \$162,621.84; (b) \$43,664.25; (c) \$180,603.95; Rebates for five months ending March 31st, 1935. 3. (a)

\$341,444.73; (b) \$99,674.46; (c) \$422,644.97; Rebates made during ten-month period ending January 31st, 1936.

Mr. Baird asked the following Question (No. 137):—

1. Have the services of Col. G. O. Brown, Sheriff of Halton County, been dispensed with. 2. If so, for what reason. 3. Was anyone else appointed to this position. 4. If so, who, and what were the qualifications and war services of the new appointee.

The Honourable the Attorney-General replied as follows:—

1. Yes. 2. In course of a reorganization of offices, as follows: G. O. Brown, Sheriff, and J. MacKenzie, Local Registrar of the Supreme Court, Clerk of the County Court and Surrogate Registrar retired, and W. J. L. Hampshire took all the above offices with William Anderson as Deputy, effecting a saving of approximately \$2,648.00 per year. 3. Yes. 4. W. J. L. Hampshire. Qualifications—six years a member of Township Council, four years member of County Council, one year Chairman Good Roads Committee, and Chairman of the School Board. No information as to war service. William Anderson, Deputy, returned soldier 2½ years overseas, member of Canadian Legion, former Reeve of Oakville, passed Dominion Civil Service Examination.

Mr. Henry asked the following Question (No. 139):—

What have been the conditions of employment, under the student labour arrangement, of graduates of the Ontario Agricultural College since September, 1934, with regard to rates of pay, hours employed, and how many of the men so employed were proceeding to their degree of Master of Science of Agriculture.

The Honourable the Minister of Agriculture replied as follows:—

Students have been paid at the rate of Twenty Cents per hour. This Fund has been used entirely for members of the under-graduate body. No graduate or student proceeding to advanced degrees has been paid from the student labour appropriation.

Students Employed from Student Labour Appropriation from
September 1st, 1934 to February 29th, 1936.

	Students Employed	Monthly Total
September, 1934.....	17	171.05
October, ".....	208	1,141.30
November, ".....	222	1,637.75
December, ".....	162	1,146.20
January, 1935.....	149	1,281.50

	Students Employed	Monthly Total
February, 1935.....	144	810.50
March, ".....	97	660.55
April, ".....	50	613.25
May, ".....	12	123.90
June, ".....	8	121.20
July, ".....	...	.....
August, ".....	...	.....
September, ".....	112	220.00
October, ".....	224	1,289.75
November, ".....	176	916.45
December, ".....	104	726.35
January, 1936.....	127	880.05
February, ".....	96	600.10
	1,908	12,339.90

Average number of students employed per month for 18 months, 106.

Mr. Nesbitt asked the following Question (No. 141):—

1. Has the building formerly used by the Soldiers' Aid Commission, 621 Jarvis Street, Toronto, been disposed of, and if so, to whom. 2. Upon what date was it sold and at what price.

The Honourable the Minister of Public Welfare replied as follows:—

1. Yes. To the Canadian Red Cross Society, Ontario Division. 2. Sold on February 21st, 1935, for \$18,335.00.

Mr. Nesbitt asked the following Question (No. 142):—

1. How many wards are there in the Soldiers' Aid Commission to-day. 2. Where are they located. 3. What efforts are being made to see that they are placed in employment.

The Honourable the Minister of Public Welfare replied as follows:—

1. 148. 2. In boarding and free homes, located throughout the Province under the supervision of three Inspectors of the Commission and Children's Aid Officers. 3. Since July, 1934, the services of a full time female social worker have been obtained. This official and two male Inspectors have as their major duty the contacting of employers for the purpose of finding suitable employment in an approved environment.

Mr. Nesbitt asked the following Question (No. 143):—

1. What amount of money has been subscribed by the Service Clubs of Ontario towards the capital cost of the Bowmanville Training School for boys.
2. What interest is being taken in the Bowmanville Training School for boys at the present time by the said service clubs.

The Honourable the Minister of Public Welfare replied as follows:—

1. \$17,910.00.
 2. Rotary and Kiwanis Clubs of the Province are each represented on the Advisory Board of the Schools. This Board is extremely active and meets each week. A keen interest being taken in its activities by the Service Clubs' representatives.
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Mr. Nesbitt asked the following Question (No. 144):—

1. Were any girls residing in the Galt Training School removed from the said school in order to make room for girls from the Alexandria Institution.
2. If so, where have they been placed, and what is the cost per person.

The Honourable the Minister of Public Welfare replied as follows:—

1. Yes.
 2. A few returned to parents, others placed in free, and boarding homes, under the strict supervision of our Placement Officer. Where board is paid, the cost does not exceed seventy-five cents per day. This rate is extremely favourable when it is considered that the cost of maintaining a girl in the School is in the neighbourhood of \$1.15 per day.
-

Mr. Nesbitt asked the following Question (No. 145):—

1. When was Bon Ayr Hostel and School for boys closed.
2. To where were the boys transferred.
3. Who occupies the former building used for this hostel and school.

The Honourable the Minister of Public Welfare replied as follows:—

1. January 3rd, 1935.
 2. In boarding homes, under supervision of the Inspectors of the Soldiers' Aid Commission and Local Children's Aid Societies.
 3. The main building and cottage are occupied respectively by James Oakley and Fred Lewis, who are there in the capacities of overseers and caretakers jointly, without remuneration, and who pay rental to the Government of \$15.00 per month each.
-

Mr. Nesbitt asked the following Question (No. 146):—

1. How many girls have been transferred from Alexandria School to the Galt Training School for girls.
2. What was the reason for their transfer to the Galt Training School.
3. How many girls have been left in Alexandria School.

The Honourable the Minister of Public Welfare replied as follows:—

1. 29. 2. The population of the Alexandria School had decreased to a point where it was uneconomical to continue operation. In addition, a survey of the inmates of the Alexandria School and the Galt Training School revealed very little difference, if any, in their delinquencies, and as a matter of public welfare and economy, the populations of both Schools were combined. 3. None.

Mr. Craig asked the following Question (No. 153):—

1. How many persons have been notified since July 15, 1934, by the Agricultural Development Board that sale proceedings will be taken under the loans advanced by the Agricultural Development Board other than the 267 upon which sale proceedings have been taken. 2. Did the Agricultural Development Board realize the full amount of its claim against the 267 farms upon which sale proceedings have been taken and if not what percentage. 3. Under what number of mortgages is the Agricultural Development Board in possession as mortgagee.

The Honourable the Minister of Agriculture replied as follows:—

1. No record; there have been cases where the mortgagor has been cutting timber or otherwise exploiting the farm which compelled a notification to the effect that repossession on the part of the Board would be necessary. 2. The majority of these farms are on hand for sale or rent, and have not been disposed of. 3. 731 as of February 29, 1936.

Mr. Craig asked the following Question (No. 154):—

1. Were any graduates of the Ontario Agricultural College taken on during the 1934-35 year of the College to take over a part of all the duties performed by Mr. W. W. Watson, Mr. L. J. Bohn, Mr. R. P. Quance. 2. What salary do they receive. 3. From what fund are these payments made.

The Honourable the Minister of Agriculture replied as follows:—

1. Yes, one graduate student. 2. \$4.00 per day. 3. The Trent Institute Material and Labour for baking.

The Order of the Day for resuming the Adjourned Debate on the Motion that Mr. Speaker do now leave the Chair, and that the House resolve itself into the Committee of Supply, having been read,

The Debate was resumed, and after some time,

The Motion having been put was carried on the following Division:—

YEAS

Allen	Dickson	McVicar
Anderson	Duncan	Newman
Armstrong	Faulkner	Nixon
Avery	Freeborn	(Brant)
Baker	Fulford	Nixon
Ballantyne	Guthrie	(Temiskaming)
Bethune	Habel	Oliver
Blakelock	Hepburn	Patterson
Bowerman	Houck	Roberts
Bradley	Hunter	Robertson
Bragg	Kelly	Roebuck
Brownridge	King	Rowlandson
Campbell	Kirby	Sangster
Carr	Lapierre	Schwenger
Clark	Lawrence	Simpson
Colter	Marceau	Smith
Cox	Marshall	Strachan
Crawford	Miller	Trottier
Croll	Murray	Wigle—59
Croome	McQuesten	
Dewan	McQuibban	

NAYS

Acres	Duckworth	Hill
Baird	Elgie	Kidd
Black	Ellis	Macaulay
Challies	Heighington	Murphy
Craig	Henry	Nesbitt
		Price—16

The House, according to Order, resolved itself into the Committee of Supply.

(In the Committee)

Resolved, That there be granted to His Majesty, for the services of the year ending March 31st, 1937, the following sum:—

1. To defray the expenses of the Main Office, Department of Agriculture, \$202,301.25.

Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had come to a Resolution; also, That the Committee had directed him to ask for leave to sit again.

Ordered, That the Report be received.

Resolved, That the Committee have leave to sit again on Monday next.

The House then adjourned at 6.35 p.m.

MONDAY, MARCH 30TH, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Strachan, from the Standing Committee on Legal Bills, presented their First Report which was read as follows and adopted:—

Your Committee begs to report the following Bill with certain amendments:—

Bill (No. 58), An Act to amend The Cemetery Act.

Your Committee begs to report the following Bills without amendment:—

Bill (No. 48), An Act to amend The Public Health Act.

Bill (No. 60), An Act to amend The Wages Act.

Bill (No. 61), An Act to amend The Division Courts Act.

Your Committee recommends that the following Bills be not further proceeded with:—

Bill (No. 52), An Act to amend The Land Surveyors Act, 1931.

Bill (No. 57), An Act to amend The Marriage Act.

The following Bills were severally introduced and read the first time:—

Bill (No. 119), intituled "An Act respecting Intermediate Schools." *Mr. Simpson.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 120), intituled "The School Law Amendment Act, 1936." *Mr. Simpson.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 20), "An Act respecting the City of Windsor." *Mr. Clark.*

Referred to the Committee on Private Bills.

Bill (No. 29), "An Act respecting the Sisters of Charity at Ottawa." *Mr. Belanger.*

Referred to the Committee on Private Bills.

The following Bill was read the third time and was passed:—

Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax.

The following Bills were severally read the second time:—

Bill (No. 4), An Act respecting the City of Toronto.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 10), An Act respecting the Association of Accountants and Auditors in Ontario.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 18), An Act respecting the Village of Forest Hill.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 8), An Act respecting the Township of Nepean.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 6), An Act respecting the Incorporated Synod of the Diocese of Ottawa.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 19), An Act respecting the Municipality of Shuniah.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 23), An Act respecting The Mercantile Fire Insurance Company.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 28), An Act respecting the City of Ottawa.

Referred to a Committee of the Whole House to-morrow.

The Order of the Day for the second reading of Bill (No. 11), An Act respecting the Township of York, having been read,

And a discussion having arisen, after some time, Mr. Glass moved, seconded by Mr. Allen,

That Bill (No. 11), "An Act respecting the Township of York," be not

now read a second time, but that Order No. 9 be discharged and Bill No. 11 be referred back to the Committee on Private Bills for further consideration.

The amendment having been put was lost.

The Motion for second reading then having been put was carried,

And the Bill was accordingly read the second time and

Referred to Committee of the Whole House to-morrow.

The Order of the Day for the second reading of Bill (No. 47), An Act to amend The Municipal Act, having been read, and the sponsor not being present,

Mr. Speaker directed that the Order be removed from the Order Paper.

The Order of the Day for the second reading of Bill (No. 99), An Act to amend The Solicitors Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for the second reading of Bill (No. 100), An Act to amend The Insurance Act, having been read,

After some discussion the Motion for second reading having been put was lost,

And so it was declared in the negative.

The House, according to Order, again resolved itself into the Committee of Supply.

(In the Committee)

Resolved, That there be granted to His Majesty, for the services of the fiscal year ending March 31st, 1937, the following sums:—

129. To defray the expenses of the Main Office and Branches, Department of Mines.....	\$259,978 60
130. To defray the expenses of the Gas and Oil Well Inspectors Branch.....	8,100 00
131. To defray the expenses of the Sulphur Fumes Arbitrator...	5,000 00
132. To defray the expenses of the Temiskaming Testing Laboratories.....	16,400 00

133.	To defray the expenses of the Offices of Mining Recorders..	\$43,525 00
134.	To defray the expenses of the Office of Draughtsman, North Bay, Department of Mines.....	9,000 00
2.	To defray the expenses of the Statistics and Publication Branch.....	12,700 00
3.	To defray the expenses of the Agricultural and Horticultural Societies Branch.....	114,000 00
4.	To defray the expenses of the Live Stock Branch.....	76,175 00
5.	To defray the expenses of the Institutes Branch.....	67,525 00
6.	To defray the expenses of the Dairy Branch.....	146,375 00
7.	To defray the expenses of the Milk Control Board.....	44,883 00
8.	To defray the expenses of the Fruit Branch.....	88,924 00
9.	To defray the expenses of the Agricultural Representatives Branch.....	308,100 00
10.	To defray the expenses of the Crops, Seeds and Weeds Branch	31,750 00
11.	To dray the expenses of the Commissioner of Marketing....	21,575 00
12.	To defray the expenses of the Kemptville Agricultural School	78,101 50
13.	To defray the expenses of the Ontario Veterinary College...	49,968 75
14.	To defray the expenses of the Western Ontario Experimental Farm, Ridgetown.....	20,000 00
15.	To defray the expenses of the Demonstration Farm, New Liskeard.....	12,000 00
16.	To defray the expenses of the Demonstration Farm, Hearst	5,000 00
17.	To defray the expenses of the Ontario Agricultural College..	687,621 50
18.	To defray the expenses of the Commissioner of Marketing..	2,500 00
34.	To defray the expenses of the Main Office, Department of Education.....	75,900 00
35.	To defray the expenses of the Legislative Library.....	16,050 00
36.	To defray the expenses of the Public Records and Archives Branch.....	10,275 00
37.	To defray the expenses of the Public and Separate School Education.....	3,726,561 00

And the House having continued to sit until Twelve of the Clock midnight,
Tuesday, March 31st, 1936.

38.	To defray the expenses of the Inspection of Schools Branch	\$537,775 00
39.	To defray the expenses of the Departmental Examinations Branch.....	286,925 00
40.	To defray the expenses of the Text Books Branch.....	57,000 00
41.	To defray the expenses of the Training Schools Branch.....	117,350 00
42.	To defray the expenses of the Toronto Normal and Model Schools.....	128,825 00
43.	To defray the expenses of the Ottawa Normal and Model Schools.....	83,700 00
44.	To defray the expenses of the London Normal School.....	41,750 00
45.	To defray the expenses of the Hamilton Normal School....	40,675 00
46.	To defray the expenses of the Peterborough Normal School	39,230 00
47.	To defray the expenses of the Stratford Normal School.....	34,480 00
48.	To defray the expenses of the North Bay Normal School..	37,300 00
49.	To defray the expenses of the University of Ottawa Normal School.....	92,525 00

50. To defray the expenses of the High Schools and Collegiate Institutes Branch.....	\$544,150 00
51. To defray the expenses of the Public Libraries Branch.....	93,000 00
52. To defray the expenses of the Vocational Education Branch.....	1,189,500 00
53. To defray the expenses of the Ontario Training College for Technical Teachers.....	18,050 00
54. To defray the expenses of the Superannuated Teachers.....	16,800 00
55. To defray the expenses of the Provincial and Other Universities.....	1,665,180 00
56. To defray the expenses of the Belleville School for the Deaf.....	144,475 00
57. To defray the expenses of the Brantford School for the Blind.....	82,224 00
58. To defray the expenses of the Monteith Northern Academy.....	3,000 00
100. To defray the expenses of the Main Office, Department of Labour.....	36,856 30
101. To defray the expenses of the Apprenticeship Branch.....	14,990 00
102. To defray the expenses of the Boiler Inspection Branch.....	12,350 00
103. To defray the expenses of the Factory Inspection Branch.....	10,195 00
104. To defray the expenses of the Board of Examiners of Operating Engineers.....	21,120 00
105. To defray the expenses of the Ontario Government Employment Offices.....	195,015 00
106. To defray the expenses of the Minimum Wage Board.....	34,990 00
107. To defray the expenses of the Composite Inspection Division, Department of Labour.....	71,600 00
135. To defray the expenses of the Main Office, Department of Municipal Affairs.....	55,925 00
136. To defray the expenses of the Ontario Municipal Board.....	27,200 00
167. To defray the expenses of the Main Office, Department of Public Welfare—Grants—Refuges, Orphanages, etc.	266,800 00
168. To defray the expenses of the Children's Aid Branch.....	137,300 00
169. To defray the expenses of the Ontario Training School for Boys, Bowmanville.....	125,900 00
170. To defray the expenses of the Ontario Training School for Girls, Galt.....	35,500 00
172. To defray the expenses of the Mothers' Allowances Commission.....	2,778,216 00
173. To defray the expenses of the Old Age Pensions Commission.....	2,102,300 00
174. To defray the expenses of the Mothers' Allowances Commission.....	2,307,984 00
175. To defray the expenses of the Old Age Pensions Commission.....	10,848,414 00
143. To defray the expenses of the Main Office, Department of the Prime Minister.....	19,775 00
144. To defray the expenses of the Office of Executive Council..	9,775 00
145. To defray the expenses of the Travel and Publicity Bureau.....	49,300 00
146. To defray the expenses of the Office of Civil Service Commissioner.....	10,785 00
147. To defray the expenses of the Office of King's Printer.....	33,225 00
148. To defray the expenses of the Office of Controller of Finances.....	9,610 00
149. To defray the expenses of the Provincial Auditor's Department.....	112,300 00
160. To defray the expenses of the Main Office, Department of Provincial Treasurer.....	96,975 00

161. To defray the expenses of the Amusements Revenue Branch	\$95,600 00
162. To defray the expenses of the Board of Censors.....	14,876 60
163. To defray the expenses of the Controller of Revenue Branch	210,635 00
164. To defray the expenses of the Post Office.....	127,000 00
166. To defray the expenses of the Main Office, Department of the Provincial Treasurer.....	835,000 00
108. To defray the expenses of the Main Office, Lands Branch, Department of Lands and Forests.....	178,500 00
109. To defray the expenses of the Agents, Lands Branch, Depart- ment of Lands and Forests.....	32,600 00
110. To defray the expenses of the Rondeau Provincial Park....	16,500 00
111. To defray the expenses of the Main Office, Forests Branch, Department of Lands and Forests.....	88,875 00
112. To defray the expenses of the Forest Ranging.....	1,100,000 00
113. To defray the expenses of the Air Service, Forests Branch..	235,000 00
114. To defray the expenses of the Radio Service, Forests Branch	35,000 00
115. To defray the expenses of the Timber Trade Extension, Forests Branch.....	10,000 00
116. To defray the expenses of the Woodmen's Employment Act	11,500 00
117. To defray the expenses of the Clearing Townsites and Re- moval of Fire Hazards—Forest Research.....	11,000 00
118. To defray the expenses of the Insect Control and Tree Dis- eases, Forests Branch.....	4,700 00
119. To defray the expenses of the Lands Branch, Department of Lands and Forests.....	96,150 00
120. To defray the expenses of the Forest Ranging, Forests Branch	50,000 00
121. To defray the expenses of the Air Service, Forests Branch..	35,000 00
122. To defray the expenses of the Radio Service, Forests Branch	15,000 00
123. To defray the expenses of the Forestry Act.....	7,500 00
124. To defray the expenses of the Reforestation.....	200,000 00
137. To defray the expenses of the Main Office and Districts, De- partment of Northern Development.....	1,321,000 00
138. To defray the expenses of the Settlers' Loan Commission...	5,700 00
139. To defray the expenses of the Colonization Roads Branch..	173,300 00
140. To defray the expenses of the Districts, Department of Northern Development.....	774,000 00
141. To defray the expenses of the Settlers' Loan Commission, Department of Northern Development.....	25,000 00
142. To defray the expenses of the Colonization Roads Branch..	201,000 00

Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had come to several Resolutions; also, That the Committee had directed him to ask for leave to sit again.

Ordered, That the Report be received To-morrow.

Resolved, That the Committee have leave to sit again To-morrow.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Births, Marriages and Deaths.....	1,450
Department of Health.....	1,650
Ontario Hospital for Mentally Subnormal and Epileptics.....	800
General Hospitals, Hospitals for Incurables, Sanatoria and Red Cross Hospitals.....	1,200
Prisons and Reformatories.....	1,700
Public Welfare.....	1,950
Liquor Control Board.....	1,450
Department of Agriculture (Minister).....	1,950
Department of Agriculture (Statistics).....	1,950
Temiskaming and Northern Ontario Railway.....	650
Ontario Municipal Board.....	800
Hydro-Electric Power Commission.....	3,600
Provincial Auditor.....	500
Workmen's Compensation Board.....	1,450
Ontario Veterinary College.....	1,950
Northern Development Act.....	675
Provincial Police.....	600
Ontario Research Foundation.....	1,650
Niagara Park Commission.....	750

Your Committee approves the ordering of Fifty extra copies of the University of Toronto Report tabled in 1935 and recommends that the account for the same be paid.

The House, according to Order, again resolved itself into the Committee of Supply.

(*In the Committee.*)

Resolved, That there be granted to His Majesty, for the services of the fiscal year ending March 31st, 1937, the following sums:—

93. To defray the expenses of the Main Office, Department of Highways.....	\$281,625 00
94. To defray the expenses of the Municipal Roads Branch.....	43,025 00
95. To defray the expenses of the Gasoline Tax Branch.....	52,800 00
96. To defray the expenses of the Permits, Gasoline Pumps, Signs and Garages Branch.....	10,325 00
97. To defray the expenses of the Automobile and Equipment Branch.....	62,835 00
98. To defray the expenses of the Motor Vehicles Branch.....	126,500 00
176. To defray the expenses of the Main Office, Department of Public Works.....	76,250 00
177. To defray the expenses of the General Superintendence, Department of Public Works.....	30,900 00
178. To defray the expenses of the Government House, Department of Public Works.....	23,800 00
179. To defray the expenses of the Legislative and Departmental Buildings, Department of Public Works.....	358,556 00
180. To defray the expenses of the Osgoode Hall, Department of Public Works.....	29,900 00

181. To defray the expenses of the Educational Buildings, Department of Public Works	\$23,474 00
182. To defray the expenses of the Agricultural Buildings, Department of Public Works	19,600 00
183. To defray the expenses of the Welfare Buildings, Department of Public Works	3,200 00
184. To defray the expenses of the District Buildings, Department of Public Works	13,220 00
185. To defray the expenses of the Ontario Hospitals, Department of Public Works	74,200 00
186. To defray the expenses of the Ontario Reformatories and Prisons, Department of Public Works	7,000 00
187. To defray the expenses of the Public Works and Bridges, Department of Public Works	21,000 00
188. To defray the expenses of the Public Buildings, Legislative and Departmental Buildings, Department of Public Works . .	1,000 00
189. To defray the expenses of the Agricultural Buildings, Department of Public Works	35,500 00
190. To defray the expenses of the Welfare Buildings, Ontario, Training School for Boys, Bowmanville, Department of Public Works	65,000 00
191. To defray the expenses of the Welfare Buildings, Ontario Training School for Girls, Galt, Department of Public Works	85,000 00
192. To defray the expenses of the Ontario Hospital, Fort William, Department of Public Works	15,000 00
193. To defray the expenses of the Miscellaneous, Department of Public Works	50,500 00
194. To defray the expenses of the Public Works and Bridges, Department of Public Works	57,700 00
195. To defray the expenses of the Miscellaneous	160,000 00
196. To defray the expenses of the Workmen's Compensation Board	150,000 00
19. To defray the expenses of the Main Office, Attorney-General's Department	76,950 00
20. To defray the expenses of the Supreme Court of Ontario . . .	84,150 00
21. To defray the expenses of the Judges of Surrogate	1,600 00
22. To defray the expenses of the Deputy Clerks of the Crown and Local Registrars	13,500 00
23. To defray the expenses of the Shorthand Reporters	30,400 00
24. To defray the expenses of the Office of Toronto and York Crown Attorney	24,925 00
25. To defray the expenses of the Land Titles Office	25,350 00
26. To defray the expenses of the Office of Local Masters of Titles	29,250 00
27. To defray the expenses of the Office of Drainage Trials	2,900 00
28. To defray the expenses of the Audit of Criminal Justice Accounts Branch	868,310 00
29. To defray the expenses of the Office of Public Trustee	58,650 00
30. To defray the expenses of the Office of the Fire Marshal	63,825 00
31. To defray the expenses of the Office of Inspector of Legal Offices	29,500 00
32. To defray the expenses of the Law Enforcement Branch (Provincial Police)	892,440 00
33. To defray the expenses of the Ontario Securities Commission	60,150 00

99. To defray the expenses of the Department of Insurance.....	\$66,075 00
68. To defray the expenses of the Main Office—Department of Health.....	126,520 00
69. To defray the expenses of the Maternal and Child Hygiene and Public Health Nursing Branch.....	40,525 00
70. To defray the expenses of the Dental Service Branch.....	12,575 00
71. To defray the expenses of the Inspection of Training Schools for Nurses Branch.....	14,650 00
72. To defray the expenses of the Preventable Diseases Branch..	273,225 00
73. To defray the expenses of the Tuberculosis Prevention Branch	60,125 00
74. To defray the expenses of the Industrial Hygiene Branch....	51,800 00
75. To defray the expenses of the Sanitary Engineering Branch..	43,775 00
76. To defray the expenses of the Laboratory Branch.....	89,125 00
77. To defray the expenses of the Laboratory Divisions Branch..	53,550 00
78. To defray the expenses of the Public Health Education Branch	20,250 00
79. To defray the expenses of the Main Office, Hospitals Branch, Grants, etc., General Hospitals and Charities, General Expenses—Ontario Hospitals.....	2,520,050 00
80. To defray the expenses of the Ontario Hospital, Brockville..	331,266 00
81. To defray the expenses of the Ontario Hospital, Cobourg....	150,700 00
82. To defray the expenses of the Ontario Hospital, Hamilton....	445,589 00
83. To defray the expenses of the Ontario Hospital, Kingston...	388,100 00
84. To defray the expenses of the Ontario Hospital, London....	516,100 00
85. To defray the expenses of the Ontario Hospital, New Toronto	473,600 00
86. To defray the expenses of the Ontario Hospital, Orillia.....	475,800 00
87. To defray the expenses of the Ontario Hospital, Penetanguishene.....	197,650 00
88. To defray the expenses of the Ontario Hospital, Toronto....	328,000 00
89. To defray the expenses of the Ontario Hospital, Whitby.....	604,100 00
90. To defray the expenses of the Ontario Hospital, Woodstock..	206,100 00
91. To defray the expenses of the Toronto Psychiatric Hospital..	122,100 00
92. To defray the expenses of the Ontario Hospital, Fort William	105,725 00
59. To defray the expenses of the Main Office, Department of Game and Fisheries.....	74,625 00
60. To defray the expenses of the Districts, Department of Game and Fisheries.....	207,400 00
61. To defray the expenses of the Bird Farms, Department of Game and Fisheries.....	10,000 00
62. To defray the expenses of the Experimental Fur Farm.....	9,500 00
63. To defray the expenses of the Macdiarmid, Department of Game and Fisheries.....	4,000 00
64. To defray the expenses of the Biological and Fish Culture Branch.....	148,475 00
65. To defray the expenses of the Grants, Department of Game and Fisheries.....	1,000 00
66. To defray the expenses of the Wolf Bounty.....	40,000 00
67. To defray the expenses of the Main Office, General—Department of Game and Fisheries.....	40,000 00
150. To defray the expenses of the Main Office, Department of Provincial Secretary.....	58,435 00
151. To defray the expenses of the Registrar-General's Branch....	53,365 00

152. To defray the expenses of the Main Office, Reformatories and Prisons Branch.....	\$84,805 00
153. To defray the expenses of the Board of Parole.....	21,095 00
154. To defray the expenses of the Ontario Reformatory, Guelph	762,000 00
155. To defray the expenses of the Ontario Reformatory, Mimico	125,500 00
156. To defray the expenses of the Mercer Reformatory, Toronto	153,900 00
157. To defray the expenses of the Industrial Farm, Burwash....	308,000 00
158. To defray the expenses of the Ontario Reformatory, Guelph	25,000 00
159. To defray the expenses of the Industrial Farm, Burwash....	50,000 00
125. To defray the expenses of the Office of the Speaker.....	250,300 00
126. To defray the expenses of the Office of Law Clerk.....	8,800 00
127. To defray the expenses of the Office of Crown-in-Chancery..	4,800 00
128. To defray the expenses of the Office of Lieutenant-Governor	8,000 00

And the House having continued to sit until Twelve of the Clock midnight,
Wednesday, April 1st, 1936.

Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had come to several Resolutions.

Ordered, That the Report be received to-day

Mr. Kirby, from the Committee of Supply, reported the following Resolutions:—

1. *Resolved*, That a sum not exceeding Two hundred and two thousand, three hundred and one dollars and twenty-five cents be granted to His Majesty to defray the expenses of the Main Office, Department of Agriculture for the year ending 31st March, 1937.

2. *Resolved*, That a sum not exceeding Twelve thousand, seven hundred dollars be granted to His Majesty to defray the expenses of the Statistics and Publications Branch for the year ending 31st March, 1937.

3. *Resolved*, That a sum not exceeding One hundred and fourteen thousand dollars be granted to His Majesty to defray the expenses of the Agricultural and Horticultural Branch for the year ending 31st March, 1937.

4. *Resolved*, That a sum not exceeding Seventy-six thousand, one hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Live Stock Branch for the year ending 31st March, 1937.

5. *Resolved*, That a sum not exceeding Sixty-seven thousand, five hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Institutes Branch for the year ending 31st March, 1937.

6. *Resolved*, That a sum not exceeding One hundred and forty-six thousand, three hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Dairy Branch for the year ending 31st March, 1937.

7. *Resolved*, That a sum not exceeding Forty-four thousand, eight hundred and eighty-three dollars be granted to His Majesty to defray the expenses of the Milk Control Board for the year ending 31st March, 1937.

8. *Resolved*, That a sum not exceeding Eighty-eight thousand, nine hundred and twenty-four dollars be granted to His Majesty to defray the expenses of the Fruit Branch for the year ending 31st March, 1937.

9. *Resolved*, That a sum not exceeding Three hundred and eight thousand, one hundred dollars be granted to His Majesty to defray the expenses of the Agricultural Representatives Branch for the year ending 31st March, 1937.

10. *Resolved*, That a sum not exceeding Thirty-one thousand, seven hundred and fifty dollars be granted to His Majesty to defray the expenses of the Crops, Seeds and Weeds Branch for the year ending 31st March, 1937.

11. *Resolved*, That a sum not exceeding Twenty-one thousand, five hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Commissioner of Marketing for the year ending 31st March, 1937.

12. *Resolved*, That a sum not exceeding Seventy-eight thousand, one hundred and one dollars and fifty cents be granted to His Majesty to defray the expenses of the Kemptville Agricultural School for the year ending 31st March, 1937.

13. *Resolved*, That a sum not exceeding Forty-nine thousand, nine hundred and sixty-eight dollars and seventy-five cents be granted to His Majesty to defray the expenses of the Ontario Veterinary College for the year ending 31st March, 1937.

14. *Resolved*, That a sum not exceeding Twenty thousand dollars be granted to His Majesty to defray the expenses of the Western Ontario Experimental Farm, Ridgetown, for the year ending 31st March, 1937.

15. *Resolved*, That a sum not exceeding Twelve thousand dollars be granted to His Majesty to defray the expenses of the Demonstration Farm, New Liskeard, for the year ending 31st March, 1937.

16. *Resolved*, That a sum not exceeding Five thousand dollars be granted to His Majesty to defray the expenses of the Demonstration Farm, Hearst, for the year ending 31st March, 1937.

17. *Resolved*, That a sum not exceeding Six hundred and eighty-seven thousand, six hundred and twenty-one dollars and fifty cents be granted to His Majesty to defray the expenses of the Ontario Agricultural College, Guelph, for the year ending 31st March, 1937.

18. *Resolved*, That a sum not exceeding Two thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Commissioner of Marketing for the year ending 31st March, 1937.

19. *Resolved*, That a sum not exceeding Seventy-six thousand, nine hundred and fifty dollars be granted to His Majesty to defray the expenses of the Main Office, Attorney-General's Department for the year ending 31st March, 1937.

20. *Resolved*, That a sum not exceeding Eighty-four thousand, one hundred and fifty dollars be granted to His Majesty to defray the expenses of the Supreme Court of Ontario for the year ending 31st March, 1937.

21. *Resolved*, That a sum not exceeding One thousand, six hundred dollars be granted to His Majesty to defray the expenses of the Judges of Surrogate for the year ending 31st March, 1937.

22. *Resolved*, That a sum not exceeding Thirteen thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Deputy Clerks of the Crown and Local Registrars for the year ending 31st March, 1937.

23. *Resolved*, That a sum not exceeding Thirty thousand, four hundred dollars be granted to His Majesty to defray the expenses of the Shorthand Reporters for the year ending 31st March, 1937.

24. *Resolved*, That a sum not exceeding Twenty-four thousand, nine hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Office of Toronto and York Crown Attorney for the year ending 31st March, 1937.

25. *Resolved*, That a sum not exceeding Twenty-five thousand, three hundred and fifty dollars be granted to His Majesty to defray the expenses of the Office of Land Titles for the year ending 31st March, 1937.

26. *Resolved*, That a sum not exceeding Twenty-nine thousand, two hundred and fifty dollars be granted to His Majesty to defray the expenses of the Office of Local Masters of Titles for the year ending 31st March, 1937.

27. *Resolved*, That a sum not exceeding Two thousand, nine hundred dollars be granted to His Majesty to defray the expenses of the Office of Drainage Trials for the year ending 31st March, 1937.

28. *Resolved*, That a sum not exceeding Eight hundred and sixty-eight thousand, three hundred and ten dollars be granted to His Majesty to defray the expenses of the Audit of Criminal Justice Accounts Branch for the year ending 31st March, 1937.

29. *Resolved*, That a sum not exceeding Fifty-eight thousand, six hundred and fifty dollars be granted to His Majesty to defray the expenses of the Office of Public Trustee for the year ending 31st March, 1937.

30. *Resolved*, That a sum not exceeding Sixty-three thousand, eight hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Office of the Fire Marshal for the year ending 31st March, 1937.

31. *Resolved*, That a sum not exceeding Twenty-nine thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Office of Inspector of Legal Offices for the year ending 31st March, 1937.

32. *Resolved*, That a sum not exceeding Eight hundred and ninety-two thousand, four hundred and forty dollars be granted to His Majesty to defray the expenses of the Law Enforcement Branch (Provincial Police) for the year ending 31st March, 1937.

33. *Resolved*, That a sum not exceeding Sixty thousand, one hundred and fifty dollars be granted to His Majesty to defray the expenses of the Ontario Securities Commission for the year ending 31st March, 1937.

34. *Resolved*, That a sum not exceeding Seventy-five thousand, nine hundred dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Education, for the year ending 31st March, 1937.

35. *Resolved*, That a sum not exceeding Sixteen thousand and fifty dollars be granted to His Majesty to defray the expenses of the Legislative Library for the year ending 31st March, 1937.

36. *Resolved*, That a sum not exceeding Ten thousand, two hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Public Records and Archives Branch for the year ending 31st March, 1937.

37. *Resolved*, That a sum not exceeding Three million, seven hundred and twenty-six thousand, five hundred and sixty-one dollars be granted to His Majesty to defray the expenses of the Public and Separate School Education for the year ending 31st March, 1937.

38. *Resolved*, That a sum not exceeding Five hundred and thirty-seven thousand, seven hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Inspection of Schools Branch for the year ending 31st March, 1937.

39. *Resolved*, That a sum not exceeding Two hundred and eighty-six thousand, nine hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Departmental Examinations Branch for the year ending 31st March, 1937.

40. *Resolved*, That a sum not exceeding Fifty-seven thousand dollars be granted to His Majesty to defray the expenses of the Text Books Branch for the year ending 31st March, 1937.

41. *Resolved*, That a sum not exceeding One hundred and seventeen thousand, three hundred and fifty dollars be granted to His Majesty to defray the expenses of the Training Schools Branch for the year ending 31st March, 1937.

42. *Resolved*, That a sum not exceeding One hundred and twenty-eight thousand, eight hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Toronto Normal and Model Schools for the year ending 31st March, 1937.

43. *Resolved*, That a sum not exceeding Eighty-three thousand, seven hundred dollars be granted to His Majesty to defray the expenses of the Ottawa Normal and Model Schools for the year ending 31st March, 1937.

44. *Resolved*, That a sum not exceeding Forty-one thousand, seven hundred and fifty dollars be granted to His Majesty to defray the expenses of the London Normal School for the year ending 31st March, 1937.

45. *Resolved*, That a sum not exceeding Forty thousand, six hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Hamilton Normal School for the year ending 31st March, 1937.

46. *Resolved*, That a sum not exceeding Thirty-nine thousand, two hundred and thirty dollars be granted to His Majesty to defray the expenses of the Peterborough Normal School for the year ending 31st March, 1937.

47. *Resolved*, That a sum not exceeding Thirty-four thousand, four hundred and eighty dollars be granted to His Majesty to defray the expenses of the Stratford Normal School for the year ending 31st March, 1937.

48. *Resolved*, That a sum not exceeding Thirty-seven thousand, three hundred dollars be granted to His Majesty to defray the expenses of the North Bay Normal School for the year ending 31st March, 1937.

49. *Resolved*, That a sum not exceeding Ninety-two thousand, five hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the University of Ottawa Normal School for the year ending 31st March, 1937.

50. *Resolved*, That a sum not exceeding Five hundred and forty-four thousand, one hundred and fifty dollars be granted to His Majesty to defray the expenses of the High Schools and Collegiate Institutes Branch for the year ending 31st March, 1937.

51. *Resolved*, That a sum not exceeding Ninety-three thousand dollars be granted to His Majesty to defray the expenses of the Public Libraries Branch for the year ending 31st March, 1937.

52. *Resolved*, That a sum not exceeding One million, one hundred and eighty-nine thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Vocational Education Branch for the year ending 31st March, 1937.

53. *Resolved*, That a sum not exceeding Eighteen thousand and fifty dollars be granted to His Majesty to defray the expenses of the Ontario Training School for Technical Teachers for the year ending 31st March, 1937.

54. *Resolved*, That a sum not exceeding Sixteen thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Superannuated Teachers for the year ending 31st March, 1937.

55. *Resolved*, That a sum not exceeding One million, six hundred and sixty-five thousand, one hundred and eighty dollars be granted to His Majesty to defray the expenses of the Provincial and other Universities for the year ending 31st March, 1937.

56. *Resolved*, That a sum not exceeding One hundred and forty-four thousand, four hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Belleville School for the Deaf for the year ending 31st March, 1937.

57. *Resolved*, That a sum not exceeding Eighty-two thousand, two hundred and twenty-four dollars be granted to His Majesty to defray the expenses of the Brantford School for the Blind for the year ending 31st March, 1937.

58. *Resolved*, That a sum not exceeding Three thousand dollars be granted to His Majesty to defray the expenses of the Monteith Northern Academy for the year ending 31st March, 1937.

59. *Resolved*, That a sum not exceeding Seventy-four thousand, six hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Game and Fisheries, for the year ending 31st March, 1937.

60. *Resolved*, That a sum not exceeding Two hundred and seven thousand, four hundred dollars be granted to His Majesty to defray the expenses of the Districts, Department of Game and Fisheries, for the year ending 31st March, 1937.

61. *Resolved*, That a sum not exceeding Ten thousand dollars be granted to His Majesty to defray the expenses of the Bird Farms, Department of Game and Fisheries, for the year ending 31st March, 1937.

62. *Resolved*, That a sum not exceeding Nine thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Experimental Fur Farm, Department of Game and Fisheries, for the year ending 31st March, 1937.

63. *Resolved*, That a sum not exceeding Four thousand dollars be granted to His Majesty to defray the expenses of the Macdiarmid, Department of Game and Fisheries, for the year ending 31st March, 1937.

64. *Resolved*, That a sum not exceeding One hundred and forty-eight thousand, four hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Biological and Fish Culture Branch for the year ending 31st March, 1937.

65. *Resolved*, That a sum not exceeding One thousand dollars be granted to His Majesty to defray the expenses of Grants, Department of Game and Fisheries, for the year ending 31st March, 1937.

66. *Resolved*, That a sum not exceeding Forty thousand dollars be granted to His Majesty to defray the expenses of the Wolf Bounty, Department of Game and Fisheries, for the year ending 31st March, 1937.

67. *Resolved*, That a sum not exceeding Forty thousand dollars be granted to His Majesty to defray the expenses of the Main Office, General, Department of Game and Fisheries, for the year ending 31st March, 1937.

68. *Resolved*, That a sum not exceeding One hundred and twenty-six thousand, five hundred and twenty dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Health, for the year ending 31st March, 1937.

69. *Resolved*, That a sum not exceeding Forty thousand, five hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Maternal and Child Hygiene and Public Health Nursing Branch for the year ending 31st March, 1937.

70. *Resolved*, That a sum not exceeding Twelve thousand, five hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Dental Service Branch for the year ending 31st March, 1937.

71. *Resolved*, That a sum not exceeding Fourteen thousand, six hundred and fifty dollars be granted to His Majesty to defray the expenses of the Inspection of Training Schools for Nurses Branch for the year ending 31st March, 1937.

72. *Resolved*, That a sum not exceeding Two hundred and seventy-three thousand, two hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Preventable Diseases Branch for the year ending 31st March, 1937.

73. *Resolved*, That a sum not exceeding Sixty thousand, one hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Tuberculosis Prevention Branch for the year ending 31st March, 1937.

74. *Resolved*, That a sum not exceeding Fifty-one thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Industrial Hygiene Branch for the year ending 31st March, 1937.

75. *Resolved*, That a sum not exceeding Forty-three thousand, seven hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Sanitary Engineering Branch for the year ending 31st March, 1937.

76. *Resolved*, That a sum not exceeding Eighty-nine thousand, one hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Laboratory Branch for the year ending 31st March, 1937.

77. *Resolved*. That a sum not exceeding Fifty-three thousand, five hundred and fifty dollars be granted to His Majesty to defray the expenses of The Laboratory Divisions for the year ending 31st March, 1937.

78. *Resolved*, That a sum not exceeding Twenty thousand, two hundred and fifty dollars be granted to His Majesty to defray the expenses of the Public Health Education Branch for the year ending 31st March, 1937.

79. *Resolved*, That a sum not exceeding Two million, five hundred and twenty thousand and fifty dollars be granted to His Majesty to defray the expenses of the Main Office, Hospitals Branch, grants, etc.—General Hospitals and Charities, general expenses—Ontario Hospitals for the year ending 31st March, 1937.

80. *Resolved*, That a sum not exceeding Three hundred and thirty-one thousand, two hundred and sixty-six dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Brockville, for the year ending 31st March, 1937.

81. *Resolved*, That a sum not exceeding One hundred and fifty thousand, seven hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Cobourg, for the year ending 31st March, 1937.

82. *Resolved*, That a sum not exceeding Four hundred and forty-five thousand, five hundred and eighty-nine dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Hamilton, for the year ending 31st March, 1937.

83. *Resolved*, That a sum not exceeding Three hundred and eighty-eight thousand, one hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Kingston, for the year ending 31st March, 1937.

84. *Resolved*, That a sum not exceeding Five hundred and sixteen thousand, one hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, London, for the year ending 31st March, 1937.

85. *Resolved*, That a sum not exceeding Four hundred and seventy-three thousand, six hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, New Toronto, for the year ending 31st March, 1937.

86. *Resolved*, That a sum not exceeding Four hundred and seventy-five thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Orillia, for the year ending 31st March, 1937.

87. *Resolved*, That a sum not exceeding One hundred and ninety-seven thousand, six hundred and fifty dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Penetanguishene, for the year ending 31st March, 1937.

88. *Resolved*, That a sum not exceeding Three hundred and twenty-eight thousand dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Toronto, for the year ending 31st March, 1937.

89. *Resolved*, That a sum not exceeding Six hundred and four thousand, one hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Whitby, for the year ending 31st March, 1937.

90. *Resolved*, That a sum not exceeding Two hundred and six thousand, one hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Woodstock, for the year ending 31st March, 1937.

91. *Resolved*, That a sum not exceeding One hundred and twenty-two thousand dollars be granted to His Majesty to defray the expenses of the Toronto Psychiatric Hospital for the year ending 31st March, 1937.

92. *Resolved*, That a sum not exceeding One hundred and five thousand, seven hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Fort William, for the year ending 31st March, 1937.

93. *Resolved*, That a sum not exceeding Two hundred and eighty-one thousand, six hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Highways, for the year ending 31st March, 1937.

94. *Resolved*, That a sum not exceeding Forty-three thousand and twenty-five dollars be granted to His Majesty to defray the expenses of the Municipal Roads Branch for the year ending 31st March, 1937.

95. *Resolved*, That a sum not exceeding Fifty-two thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Gasoline Tax Branch for the year ending 31st March, 1937.

96. *Resolved*, That a sum not exceeding Ten thousand, three hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Permits, Gasoline Pumps, Signs and Garages Branch for the year ending 31st March, 1937.

97. *Resolved*, That a sum not exceeding Sixty-two thousand, eight hundred and thirty-five dollars be granted to His Majesty to defray the expenses of the Automobile and Equipment Branch for the year ending 31st March, 1937.

98. *Resolved*, That a sum not exceeding One hundred and twenty-six thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Motor Vehicles Branch for the year ending 31st March, 1937.

99. *Resolved*, That a sum not exceeding Sixty-six thousand and seventy-five dollars be granted to His Majesty to defray the expenses of the Department of Insurance, for the year ending 31st March, 1937.

100. *Resolved*, That a sum not exceeding Thirty-six thousand, eight hundred and fifty-six dollars and thirty cents be granted to His Majesty to defray the expenses of the Main Office, Department of Labour, for the year ending 31st March, 1937.

101. *Resolved*, That a sum not exceeding Fourteen thousand, nine hundred and ninety dollars be granted to His Majesty to defray the expenses of the Apprenticeship Branch for the year ending 31st March, 1937.

102. *Resolved*, That a sum not exceeding Twelve thousand, three hundred and fifty dollars be granted to His Majesty to defray the expenses of the Boiler Inspection Branch for the year ending 31st March, 1937.

103. *Resolved*, That a sum not exceeding Ten thousand, one hundred and ninety-five dollars be granted to His Majesty to defray the expenses of the Factory Inspection Branch, for the year ending 31st March, 1937.

104. *Resolved*, That a sum not exceeding Twenty-one thousand, one hundred and twenty dollars be granted to His Majesty to defray the expenses of the Board of Examiners of Operating Engineers for the year ending 31st March, 1937.

105. *Resolved*, That a sum not exceeding One hundred and ninety-five thousand and fifteen dollars be granted to His Majesty to defray the expenses of the Ontario Government Employment Offices for the year ending 31st March, 1937.

106. *Resolved*, That a sum not exceeding Thirty-four thousand, nine hundred and ninety dollars be granted to His Majesty to defray the expenses of the Minimum Wage Board for the year ending 31st March, 1937.

107. *Resolved*, That a sum not exceeding Seventy-one thousand, six hundred dollars be granted to His Majesty to defray the expenses of the Composite Inspection Division Department of Labour for the year ending 31st March, 1937.

108. *Resolved*, That a sum not exceeding One hundred and seventy-eight thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Main Office, Lands Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

109. *Resolved*, That a sum not exceeding Thirty-two thousand, six hundred dollars be granted to His Majesty to defray the expenses of the Agents, Department of Lands and Forests for the year ending 31st March, 1937.

110. *Resolved*, That a sum not exceeding Sixteen thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Rondeau Provincial Park for the year ending 31st March, 1937.

111. *Resolved*, That a sum not exceeding Eighty-eight thousand, eight hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Main Office, Forests Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

112. *Resolved*, That a sum not exceeding One million, one hundred thousand dollars be granted to His Majesty to defray the expenses of the Forest Ranging, Department of Lands and Forests, for the year ending 31st March, 1937.

113. *Resolved*, That a sum not exceeding Two hundred and thirty-five thousand dollars be granted to His Majesty to defray the expenses of the Air Service, Forests Branch, Department of Lands and Forests for the year ending 31st March, 1937.

114. *Resolved*, That a sum not exceeding Thirty-five thousand dollars be granted to His Majesty to defray the expenses of the Radio Service, Forests Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

115. *Resolved*, That a sum not exceeding Ten thousand dollars be granted to His Majesty to defray the expenses of the Timber Trade Extension, Department of Lands and Forests, for the year ending 31st March, 1937.

116. *Resolved*, That a sum not exceeding Eleven thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Woodmen's Employment Act for the year ending 31st March, 1937.

117. *Resolved*, That a sum not exceeding Eleven thousand dollars be granted to His Majesty to defray the expenses of the Clearing Townsites and Removal of Fire Hazards and Forest Research, Department of Lands and Forests, for the year ending 31st March, 1937.

118. *Resolved*, That a sum not exceeding Four thousand, seven hundred dollars be granted to His Majesty to defray the expenses of Insect Control and Tree Diseases, Forests Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

119. *Resolved*, That a sum not exceeding Ninety-six thousand, one hundred and fifty dollars be granted to His Majesty to defray the expenses of the Lands Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

120. *Resolved*, That a sum not exceeding Fifty thousand dollars be granted to His Majesty to defray the expenses of Forest Ranging, Department of Lands and Forests, for the year ending 31st March, 1937.

121. *Resolved*, That a sum not exceeding Thirty-five thousand dollars be granted to His Majesty to defray the expenses of the Air Service, Forests Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

122. *Resolved*, That a sum not exceeding Fifteen thousand dollars be granted to His Majesty to defray the expenses of the Radio Service, Forests Branch, Department of Lands and Forests, for the year ending 31st March, 1937.

123. *Resolved*, That a sum not exceeding Seven thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Forestry Act, Department of Lands and Forests, for the year ending 31st March, 1937.

124. *Resolved*, That a sum not exceeding Two hundred thousand dollars be granted to His Majesty to defray the expenses of the Reforestation, Department of Lands and Forests, for the year ending 31st March, 1937.

125. *Resolved*, That a sum not exceeding Two hundred and fifty thousand, three hundred dollars be granted to His Majesty to defray the expenses of the Office of the Speaker for the year ending 31st March, 1937.

126. *Resolved*, That a sum not exceeding Eight thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Office for Law Clerk for the year ending 31st March, 1937.

127. *Resolved*, That a sum not exceeding Four thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Office of Crown-in-Chancery for the year ending 31st March, 1937.

128. *Resolved*, That a sum not exceeding Eight thousand dollars be granted to His Majesty to defray the expenses of the Lieutenant-Governor's Office for the year ending 31st March, 1937.

129. *Resolved*, That a sum not exceeding Two hundred and fifty-nine thousand, nine hundred and seventy-eight dollars and sixty cents be granted to His Majesty to defray the expenses of the Main Office and Branches, Department of Mines, for the year ending 31st March, 1937.

130. *Resolved*, That a sum not exceeding Eight thousand, one hundred dollars be granted to His Majesty to defray the expenses of the Gas and Oil Well Inspectors Branch for the year ending 31st March, 1937.

131. *Resolved*, That a sum not exceeding Five thousand dollars be granted to His Majesty to defray the expenses of the Sulphur Fumes Arbitrator for the year ending 31st March, 1937.

132. *Resolved*, That a sum not exceeding Sixteen thousand, four hundred dollars be granted to His Majesty to defray the expenses of the Temiskaming Testing Laboratories for the year ending 31st March, 1937.

133. *Resolved*, That a sum not exceeding Forty-three thousand, five hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Office of Mining Recorders for the year ending 31st March, 1937.

134. *Resolved*, That a sum not exceeding Nine thousand dollars be granted to His Majesty to defray the expenses of the Office of Draughtsman, North Bay, Department of Mines, for the year ending 31st March, 1937.

135. *Resolved*, That a sum not exceeding Fifty-five thousand, nine hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Municipal Affairs, for the year ending 31st March, 1937.

136. *Resolved*, That a sum not exceeding Twenty-seven thousand, two hundred dollars be granted to His Majesty to defray the expenses of the Ontario Municipal Board for the year ending 31st March, 1937.

137. *Resolved*, That a sum not exceeding One million, three hundred and twenty-one thousand dollars be granted to His Majesty to defray the expenses of the Main Office, and Districts, Department of Northern Development, for the year ending 31st March, 1937.

138. *Resolved*, That a sum not exceeding Five thousand, seven hundred dollars be granted to His Majesty to defray the expenses of the Settlers Loan Commission for the year ending 31st March, 1937.

139. *Resolved*, That a sum not exceeding One hundred and seventy-three thousand, three hundred dollars be granted to His Majesty to defray the expenses of the Colonization Roads Branch for the year ending 31st March, 1937.

140. *Resolved*, That a sum not exceeding Seven hundred and seventy-four thousand dollars be granted to His Majesty to defray the expenses of the Districts, Department of Northern Development, for the year ending 31st March, 1937.

141. *Resolved*, That a sum not exceeding Twenty-five thousand dollars be granted to His Majesty to defray the expenses of the Settlers Loan Commission for the year ending 31st March, 1937.

142. *Resolved*, That a sum not exceeding Two hundred and one thousand dollars be granted to His Majesty to defray the expenses of the Colonization Roads Branch for the year ending 31st March, 1937.

143. *Resolved*, That a sum not exceeding Nineteen thousand, seven hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Main Office, Prime Minister's Department, for the year ending 31st March, 1937.

144. *Resolved*, That a sum not exceeding Nine thousand, seven hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Office of Executive Council for the year ending 31st March, 1937.

145. *Resolved*, That a sum not exceeding Forty-nine thousand, three hundred dollars be granted to His Majesty to defray the expenses of the Travel and Publicity Bureau for the year ending 31st March, 1937.

146. *Resolved*, That a sum not exceeding Ten thousand, seven hundred and eighty-five dollars be granted to His Majesty to defray the expenses of the Office of the Civil Service Commissioner for the year ending 31st March, 1937.

147. *Resolved*, That a sum not exceeding Thirty-three thousand, two hundred and twenty-five dollars be granted to His Majesty to defray the expenses of the Office of King's Printer for the year ending 31st March, 1937.

148. *Resolved*, That a sum not exceeding Nine thousand, six hundred and ten dollars be granted to His Majesty to defray the expenses of the Office of the Controller of Finances for the year ending 31st March, 1937.

149. *Resolved*, That a sum not exceeding One hundred and twelve thousand, three hundred dollars be granted to His Majesty to defray the expenses of Provincial Auditor's Department for the year ending 31st March, 1937.

150. *Resolved*, That a sum not exceeding Fifty-eight thousand, four hundred and thirty-five dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Provincial Secretary, for the year ending 31st March, 1937.

151. *Resolved*, That a sum not exceeding Fifty-three thousand, three hundred and sixty-five dollars be granted to His Majesty to defray the expenses of Registrar-General's Branch for the year ending 31st March, 1937.

152. *Resolved*, That a sum not exceeding Eighty-four thousand, eight hundred and five dollars be granted to His Majesty to defray the expenses of the Main Office, Reformatories and Prisons Branch, Department of the Provincial Secretary, for the year ending 31st March, 1937.

153. *Resolved*, That a sum not exceeding Twenty-one thousand and ninety-five dollars be granted to His Majesty to defray the expenses of the Board of Parole for the year ending 31st March, 1937.

154. *Resolved*, That a sum not exceeding Seven hundred and sixty-two thousand dollars be granted to His Majesty to defray the expenses of the Ontario Reformatory, Guelph, for the year ending 31st March, 1937.

155. *Resolved*, That a sum not exceeding One hundred and twenty-five thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Ontario Reformatory, Mimico, for the year ending 31st March, 1937.

156. *Resolved*, That a sum not exceeding One hundred and fifty-three thousand, nine hundred dollars be granted to His Majesty to defray the expenses of the Mercer Reformatory, Toronto, for the year ending 31st March, 1937.

157. *Resolved*, That a sum not exceeding Three hundred and eight thousand dollars be granted to His Majesty to defray the expenses of the Industrial Farm, Burwash, for the year ending 31st March, 1937.

158. *Resolved*, That a sum not exceeding Twenty-five thousand dollars be granted to His Majesty to defray the expenses of the Ontario Reformatory, Guelph, for the year ending 31st March, 1937.

159. *Resolved*, That a sum not exceeding Fifty thousand dollars be granted to His Majesty to defray the expenses of the Industrial Farm, Burwash, for the year ending 31st March, 1937.

160. *Resolved*, That a sum not exceeding Ninety-six thousand, nine hundred and seventy-five dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Provincial Treasurer, for the year ending 31st March, 1937.

161. *Resolved*, That a sum not exceeding Ninety-five thousand, six hundred dollars be granted to His Majesty to defray the expenses of the Amusements Revenue Branch for the year ending 31st March, 1937.

162. *Resolved*, That a sum not exceeding Fourteen thousand, eight hundred and seventy-six dollars and sixty cents be granted to His Majesty to defray the expenses of the Board of Censors for the year ending 31st March, 1937.

163. *Resolved*, That a sum not exceeding Two hundred and ten thousand, six hundred and thirty-five dollars be granted to His Majesty to defray the expenses of the Controller of Revenue Branch for the year ending 31st March, 1937.

164. *Resolved*, That a sum not exceeding One hundred and twenty-seven thousand dollars be granted to His Majesty to defray the expenses of the Post Office for the year ending 31st March, 1937.

166. *Resolved*, That a sum not exceeding Eight hundred and thirty-five thousand dollars be granted to His Majesty to defray the expenses of the Main Office, Department of the Provincial Treasurer, for the year ending 31st March, 1937.

167. *Resolved*, That a sum not exceeding Two hundred and sixty-six thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Public Welfare, Grants—Refuges, Orphanages, for the year ending 31st March, 1937.

168. *Resolved*, That a sum not exceeding One hundred and thirty-seven thousand, three hundred dollars be granted to His Majesty to defray the expenses of the Children's Aid Branch for the year ending 31st March, 1937.

169. *Resolved*, That a sum not exceeding One hundred and twenty-five thousand, nine hundred dollars be granted to His Majesty to defray the expenses of the Ontario Training School for Boys, Bowmanville, for the year ending 31st March, 1937.

170. *Resolved*, That a sum not exceeding Thirty-five thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Ontario Training School for Girls, Galt, for the year ending 31st March, 1937.

172. *Resolved*, That a sum not exceeding Two million, seven hundred and seventy-eight thousand, two hundred and sixteen dollars be granted to His Majesty to defray the expenses of the Mothers' Allowances Commission for the year ending 31st March, 1937.

173. *Resolved*, That a sum not exceeding Two million, one hundred and two thousand, three hundred dollars be granted to His Majesty to defray the expenses of the Old Age Pensions Commission for the year ending 31st March, 1937.

174. *Resolved*, That a sum not exceeding Two million, three hundred and seven thousand, nine hundred and eighty-four dollars be granted to His Majesty to defray the expenses of the Mothers' Allowances Commission for the year ending 31st March, 1937.

175. *Resolved*, That a sum not exceeding Ten million, eight hundred and forty-eight thousand, four hundred and fourteen dollars be granted to His Majesty to defray the expenses of the Old Age Pensions Commission for the year ending 31st March, 1937.

176. *Resolved*, That a sum not exceeding Seventy-six thousand, two hundred and fifty dollars be granted to His Majesty to defray the expenses of the Main Office, Department of Public Works, for the year ending 31st March, 1937.

177. *Resolved*, That a sum not exceeding Thirty thousand, nine hundred dollars be granted to His Majesty to defray the expenses of General Superintendence, Department of Public Works, for the year ending 31st March, 1937.

178. *Resolved*, That a sum not exceeding Twenty-three thousand, eight hundred dollars be granted to His Majesty to defray the expenses of the Government House, Department of Public Works, for the year ending 31st March, 1937.

179. *Resolved*, That a sum not exceeding Three hundred and fifty-eight thousand, five hundred and fifty-six dollars be granted to His Majesty to defray the expenses of the Legislative and Departmental Buildings, Department of Public Works, for the year ending 31st March, 1937.

180. *Resolved*, That a sum not exceeding Twenty-nine thousand, nine hundred dollars be granted to His Majesty to defray the expenses of the Osgoode Hall, Department of Public Works, for the year ending 31st March, 1937.

181. *Resolved*, That a sum not exceeding Twenty-three thousand, four hundred and seventy-four dollars be granted to His Majesty to defray the expenses of the Educational Buildings, Department of Public Works, for the year ending 31st March, 1937.

182. *Resolved*, That a sum not exceeding Nineteen thousand, six hundred dollars be granted to His Majesty to defray the expenses of the Agricultural Buildings, Department of Public Works, for the year ending 31st March, 1937.

183. *Resolved*, That a sum not exceeding Three thousand, two hundred dollars be granted to His Majesty to defray the expenses of the Welfare Buildings, Department of Public Works, for the year ending 31st March, 1937.

184. *Resolved*, That a sum not exceeding Thifteen thousand, two hundred and twenty dollars be granted to His Majesty to defray the expenses of the District Buildings, Department of Public Works, for the year ending 31st March, 1937.

185. *Resolved*, That a sum not exceeding Seventy-four thousand, two hundred dollars be granted to His Majesty to defray the expenses of the Ontario Hospitals, Department of Public Works, for the year ending 31st March, 1937.

186. *Resolved*, That a sum not exceeding Seven thousand dollars be granted to His Majesty to defray the expenses of the Ontario Reformatories and Prisons, Department of Public Works, for the year ending 31st March, 1937.

187. *Resolved*, That a sum not exceeding Twenty-one thousand dollars be granted to His Majesty to defray the expenses of the Public Works and Bridges, Department of Public Works, for the year ending 31st March, 1937.

188. *Resolved*, That a sum not exceeding One thousand dollars be granted to His Majesty to defray the expenses of the Legislative and Departmental Buildings, Department of Public Works, for the year ending 31st March, 1937.

189. *Resolved*, That a sum not exceeding Thirty-five thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Agricultural Buildings, Department of Public Works, for the year ending 31st March, 1937.

190. *Resolved*, That a sum not exceeding Sixty-five thousand dollars be granted to His Majesty to defray the expenses of the Ontario Training School for Boys, Bowmanville, Department of Public Works, for the year ending 31st March, 1937.

191. *Resolved*, That a sum not exceeding Eighty-five thousand dollars be granted to His Majesty to defray the expenses of the Ontario Training School for Girls, Galt, Department of Public Works, for the year ending 31st March, 1937.

192. *Resolved*, That a sum not exceeding Fifteen thousand dollars be granted to His Majesty to defray the expenses of the Ontario Hospital, Fort William, Department of Public Works, for the year ending 31st March, 1937.

193. *Resolved*, That a sum not exceeding Fifty thousand, five hundred dollars be granted to His Majesty to defray the expenses of the Miscellaneous, Department of Public Works, for the year ending 31st March, 1937.

194. *Resolved*, That a sum not exceeding Fifty-seven thousand, seven hundred dollars be granted to His Majesty to defray the expenses of the Public Works and Bridges, Department of Public Works, for the year ending 31st March, 1937.

195. *Resolved*, That a sum not exceeding One hundred and sixty thousand dollars be granted to His Majesty to defray the expenses of the Miscellaneous for the year ending 31st March, 1937.

196. *Resolved*, That a sum not exceeding One hundred and fifty thousand dollars be granted to His Majesty to defray the expenses of The Workmen's Compensation Board for the year ending 31st March, 1937.

The several Resolutions, having been read a second time, were concurred in.

The House according to Order resolved itself into the Committee of Ways and Means.

(In the Committee)

That there be granted out of the Consolidated Revenue Fund of this Province a sum not exceeding Fifty-one million, thirty-four thousand, nine hundred and twenty-five dollars and fifty cents (\$51,034,925.50), to meet the Supply, to that extent, granted to His Majesty.

Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had come to a Resolution.

Ordered, That the Report be received forthwith.

Mr. Kirby, from the Committee on Ways and Means, reported a Resolution, which was read as follows:—

That there be granted out of the Consolidated Revenue Fund of this Province a sum not exceeding Fifty-one million, thirty-four thousand, nine hundred and twenty-five dollars and fifty cents (\$51,034,925.50), to meet the Supply, to that extent, granted to His Majesty.

The Resolution, having been read the second time, was agreed to.

The following Bill was then introduced and read the first time:—

Bill (No. 121), intituled "An Act for granting to His Majesty certain sums of Money for the Public Service of the Financial Year ending the 31st day of March, 1937." *Mr. Hepburn*.

Ordered, That the Bill be read the second time forthwith.

The Bill was then read a second time.

Ordered, That the Bill be read a third time forthwith.

The Bill was then read the third time and passed.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Annual Report of the Inspector of Legal Offices for the year ending December 31st, 1935. (*Sessional Papers No. 5.*)

The House then adjourned at 1.00 a.m., April 1st, 1936.

WEDNESDAY, APRIL 1ST, 1936.

PRAYERS.

3 O'CLOCK P.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 122), intituled "An Act to amend The Minimum Wage Act." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 123), intituled "An Act to amend The Workmen's Compensation Act." *Mr. Schwenger.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 124), intituled "An Act to amend The Insurance Act." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 125), intituled "An Act to amend The Old Age Pensions Act." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 126), intituled "An Act to amend The Children's Protection Act." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 127), intituled "The Assessment Amendment Act, 1936." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 128), intituled "An Act to amend The Ontario Housing Act, 1919." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 129), intituled "An Act to amend The Municipal Housing Act, 1920." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 130), intituled "The Municipal Amendment Act, 1936." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 131), intituled "An Act to amend the Department of Municipal Affairs Act, 1935." *Mr. Croll.*

Ordered, That the Bill be read a second time to-morrow.

Bill (No. 132), intituled "An Act to amend The Wages Act." *Mr. Newman.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Nesbitt asked the following Question (No. 114):—

1. How many persons are employed in the Ontario Public Service, in connection with the administration of The Succession Duty Act. 2. What are the names, positions and salaries of each employee. 3. How many dismissals, resignations, or requested resignations have there been in this branch of the Ontario Public Service since July 11, 1934. 4. How many persons were employed in the Ontario Public Service, in connection with the administration of The Succession Duties Act, as of July 11, 1934.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. 56.

2.—

Name	Position	Yearly Salary
G. A. S. Allan	Clerk, Group 3	\$ 750.00
W. D. Blair	Clerk, Group 1	1,200.00
K. Boyd	Clerk Typist, Group 2	750.00
E. H. Curry	Principal Clerk	2,400.00
E. J. Danby	S.D. Clerk, Group 2	1,700.00
M. M. Denholm	Clerk Stenographer, Group 1	975.00
T. M. Dittrick	Clerk Stenographer, Group 1	975.00

Name	Position	Yearly Salary
A. Dolen	Clerk Typist, Group 2	\$750.00
C. A. Donley	Senior Clerk Stenographer	1,500.00
H. M. Gilmour	Clerk Stenographer, Group 2	900.00
K. Graham	Clerk Typist, Group 1	1,050.00
A. Hawthorne	Clerk, Group 1	1,200.00
G. Heagens	Clerk Stenographer, Group 1	1,200.00
A. G. Hocking	Office Boy	525.00
G. E. Johnston	Senior Audit Clerk	1,600.00
E. K. Kennan	Clerk Stenographer, Group 1	1,125.00
L. Kemp	Principal Clerk	2,000.00
W. C. Larmouth	Senior Clerk	1,900.00
F. Mason	Senior Clerk Stenographer	1,400.00
M. O. Mason	Clerk, Group 3	750.00
G. R. McMillen	Clerk, Group 1	1,400.00
R. E. M. Meighen	Solicitor under The S. D. Act	4,400.00
K. W. Naylor	Filing Clerk, Group 2	750.00
A. G. A. Nelson	Principal Clerk	2,000.00
J. D. O'Brien	Assistant Solicitor under The S.D. Act	3,000.00
F. S. Quinn	S.D. Clerk, Group 1	2,200.00
A. P. Cowley	Clerk, Group 2	1,125.00
L. A. Richard	S.D. Clerk, Group 1	1,800.00
J. Robertson	Clerk Stenographer, Group 1	1,200.00
A. I. Rothwell	Clerk Stenographer, Group 2	975.00
J. C. Ruddy	Clerk, Group 1	1,200.00
N. E. Sheppard	Consulting Actuary	500.00
A. G. Smith	S.D. Clerk, Group 1	2,100.00
B. T. Smith	Senior Audit Clerk	2,000.00
D. Susands	Clerk Stenographer, Group 2	975.00
N. W. Crosby	Principal Clerk	2,200.00
Wm. C. Browning	Head Audit Clerk	2,500.00
G. F. L. Gardner	Senior Audit Clerk	1,800.00
K. F. Hannan	Accountant, Group 1	3,000.00
J. W. Macdonald	Audit Clerk	1,500.00
K. S. McLeod	Clerk Stenographer, Group 2	900.00
H. S. Parker	Audit Clerk	1,500.00
C. S. Pote	Audit Clerk	1,500.00
D. G. Scott	Senior Audit Clerk	1,800.00
C. E. Stevenson	Audit Clerk	1,500.00
G. H. Edwards	Senior Audit Clerk	1,800.00
M. A. Hunt	Clerk Stenographer, Group 2	900.00
J. G. McMillen	Head Audit Clerk	2,400.00
R. J. Savage	Clerk, Group 1	1,400.00
A. C. Jeffers	Audit Clerk	1,500.00
E. Fleming	Office Boy	675.00
J. J. Lawless	Clerk, Group 3	750.00
I. F. Allen	Clerk Typist, Group 2	750.00
F. L. Morton	Assistant Solicitor	2,000.00
L. B. Ross	Office Boy	525.00
H. D. Bayne	Personalty Valuer	Per Month 125.00

Mr. Challies asked the following Question (No. 147):—

1. Has the Department of Game and Fisheries employed seasonal Game Overseers during the calendar years 1934 and 1935. 2. If so, what are the names of each overseer employed, date of appointment, salary, and district in which each was employed.

The Honourable the Provincial Secretary replied as follows:—

1. Yes. 2. See list below:—

SEASONAL OVERSEERS—1934 AND 1935

Name	Date of Appointment	Salary	District
Alexander, D. C.	October 1–November 30, 1935	\$75.00 per month	Parry Sound
Bray, L. M.	October 22, 1934–January 31, 1935	75.00 per month	Halton
	April 5–May 4, 1935		
Brownlee, Ralph	June 15–December 31, 1935	75.00 per month	Algoma
	November 12–December 11, 1934		
Buchanan, George	November 1–30, 1935	75.00 per month	Simcoe
Bishton, George H.	April 15–May 31, 1935	75.00 per month	Muskoka
Broom, Fred A.	October 21–November 30, 1935	75.00 per month	Muskoka
Boyer, Edward W.	April 19–30, 1935	2.50 per diem	Victoria
Bailey, Freeman	May 1–11, 1935	2.50 per diem	Peterborough
Brown, Clayton	April 10–14, 1935	2.50 per diem	Frontenac
Cable, James A.	April 15–24, 1935	2.50 per diem	Addington
	April 15–May 31, 1935		
Clark, Roy	November 1–30, 1935	75.00 per month	Simcoe
	June 28–July 17, 1935		
Cole, Frank A.	August 19–23, 1935	75.00 per month	Lambton
	April 17–26, 1935		
Dorland, John S.	August 19–23, 1935	3.00 per diem	Lanark
	April 17–26, 1935		
Duke, John	March 1–April 30, 1935	75.00 per month	Elgin
	July 16–December 31, 1935		
Edmunds, Robert H.	November 19–23, 1935	2.50 per diem	Grey
	December 1–14, 1935		
Godfrey, Wm. H.	April 1–30, 1935	75.00 per month	Durham
	May 20–June 19, 1935		
Gaudaur, Joseph A.	August 10–October 10, 1935	75.00 per month	Cochrane
	October 24–November 2, 1935		
Harris, James H.	October 1–December 31, 1934	2.50 per diem	Simcoe
	October 10–November 9, 1935		
Hand, Abe	May 15–June 14, 1935	75.00 per month	Wentworth
	September 15–October 14, 1935		
Helmer, Herbert C.	October 10–November 9, 1935	75.00 per month	Dundas
	December 10–31, 1935		
Hannah, Benson	April 8–14, 1935	2.50 per diem	Frontenac
Ireland, George M.	October 17–November 20, 1934	75.00 per month	Middlesex
Judge, Charles	April 22–26, 1935	2.50 per diem	Frontenac
King, Wallace M.	October 19, 1934–January 15, 1935	75.00 per month	Leeds
	April 1–July 10, 1935		
Kennedy, Wm.	April 13–22, 1935	2.50 per diem	Frontenac
Kearns, S. J.	April 10–13, 1935	2.50 per diem	Frontenac
Kay, James R.	October 25–November 7, 1935	3.00 per diem	Muskoka
Lamoureaux, Eli	October 28–December 31, 1934	50.00 per month	Muskoka
	March 11–May 10, 1935		
Lisle, Thomas R.	September 24, 1934–January 31, 1935	75.00 per month	Peel
Loiselle, Joseph	November 8–December 8, 1935	75.00 per month	Sudbury
Laidley, Harold	April 18–30, 1935	2.50 per diem	Victoria
Lequyer, Wm. J.	April 19–May 2, 1935	2.50 per diem	Muskoka
Minaker, Alfred K.	June 20–December 31, 1935	75.00 per month	Northumberland
Moffat, Charles	April 18–30, 1935	2.50 per diem	Victoria
McLean, John F.	December 15, 1934–February 14, 1935	75.00 per month	Grey
McDonald, Wm.	April 10–May 10, 1935	50.00 per month	Haldimand
	June 1–September 22, 1935		
O'Connor, W. J.	October 1–November 15, 1935	75.00 per month	Leeds
	October 5–November 6, 1935		

Name	Date of Appointment	Salary	District
Porter, Peter.....	November 1-30, 1934.....	\$93.75 per month	Brant
	October 29-December 31, 1935.....		
Pimperton, Warren L.	November 1-30, 1935.....	75.00 per month	Middlesex
Pandke, O. G.....	October 28-November 27, 1935.....	75.00 per month	Manitoulin
Paradis, Frank.....	June 12-28, 1935.....	5.00 per diem	Parry Sound
Quesnel, Palma.....	September 15-November 14, 1935.....	75.00 per month	Prescott
Quinn, Walter.....	April 23-26, 1935.....	2.50 per diem	Frontenac
Reynolds, H. W.....	February 13-March 12, 1934.....	75.00 per month	Wentworth
Richardson, Forrest.....	April 17-26, 1935.....	2.50 per diem	} Lanark
	September 15-December 31, 1935.....	75.00 per month	
Savard, J. A.....	October 15, 1934-May 31, 1935.....	75.00 per month	Algoma
Smith, Percy.....	November 5-30, 1934.....	3.00 per diem	Muskoka
Shuttleworth, A.....	November 1-30, 1934.....	75.00 per month	Algoma
Sherwin, Austin.....	April 5-June 4, 1935.....	75.00 per month	Northumberland
Simmons, Guy.....	April 11-June 4, 1935.....	75.00 per month	Lennox and
	October 24-November 23, 1935.....		Addington
Sidney, W.....	April 18-27, 1935.....	2.50 per diem	Northumberland
Sitwell, N. E. H.....	October 12-December 21, 1935 (20 days only).....	2.50 per diem	York
Williams, B. K.....	November 1-30, 1934.....	75.00 per month	Northumberland
York, Henry.....	April 18-30, 1935.....	2.50 per diem	Victoria

Mr. Challies asked the following Question (No. 151):—

1. Collectively, what was the total number of each kind of raw furs purchased by the month for the calendar year 1935, by: (a) D. M. Stewart, Missanabie; (b) Hudson Bay Co., Missanabie; (c) A. V. Selkirk, Franz; (d) J. T. Glick, Sudbury; (e) M. Hart, North Bay; (f) J. Tobert, Foleyet; (g) Mr. Christoff, Oba; (h) Wm. McLeod, Chapleau.

The Honourable the Provincial Secretary replied as follows:—

1. (a), (b), (c), (d), (e), (f), (h): Statement below shows collectively the number of each kind of raw furs purchased; (g) Mr. P. Christoff of Oba did not have a license during 1935.

STATEMENT OF ONTARIO RAW PELTS PURCHASED 1935

(As designated by Mr. Challies)

	Beaver	Otter	Bear	Fisher	Fox (cross)	Fox (red)	Fox (silver, black or blue)	Fox (not specified)	Lynx	Marten	Mink	Musktrat	Raccoon	Skunk	Weasel (Ermine)
January 1935.....	16	9	..	16	15	184	20	..	23	14	354	..	3	93	383
February 1935.....	404	16	..	31	5	62	6	1	1	11	110	..	..	6	233
March 1935.....	577	36	..	18	5	94	1	..	..	14	92	..	9	9	141
April 1935.....	418	15	..	..	..	..	..	..	..	..	..	1,457	..	1	118
May 1935.....	14	..	6	1	1	1	1	..	..	1	3	9,832	..	13	56
June 1935.....	531	9	..	..	..	..	..	..	..	..	2	402	..	..	..
July 1935 (Nil)															
August 1935 (Nil)															
September 1935 (Nil)															
October 1935 (Nil)															
November 1935.....	..	36	..	14	32	348	8	2	5	20	545	..	..	23	211
December 1935.....	..	89	..	47	77	551	10	..	3	68	458	..	..	37	628
Grand Total....	1,960	210	6	127	135	1,240	46	3	32	128	1,564	11,691	12	182	1,770

Mr. Kidd asked the following Question (No. 152):—

1. What has been the total capital expenditure made in connection with the Eastern Ontario Dairy School at Kingston, in land, buildings, and equipment, since the erection of the present building.

The Honourable the Minister of Agriculture replied as follows:—

1. Capital expenditure since erection: Land, Nil; Building, Nil; Equipment, (Stokers, 1930), \$1,835.00.

Mr. Nesbitt asked the following Question (No. 156):—

1. How many Ontario Hospital patients were being boarded out from Ontario Hospitals under what is commonly known as the "Belgian System" on the following dates, viz.: March 31, 1934; March 31, 1935; March 31, 1936.

The Honourable the Minister of Health replied as follows:—

March 31, 1934—65; March 31, 1935—275; March 31, 1936—409.

Mr. Murphy asked the following Question (No. 161):—

1. What was the total cost of mattresses purchased by the Department of Public Welfare for distribution in Ontario during the year 1935. 2. Were these purchases made by tender. 3. If so, when and where were tenders advertised for. 4. What tenders were received indicating the successful tender. 5. If not purchased by tender, from whom were purchases made, giving date, amount and quantity of purchases.

The Honourable the Minister of Public Welfare replied as follows:—

1. \$15,069.35. 2. Yes. 3. Tenders were advertised in the April 27th issue of the following newspapers: Toronto—Globe, Mail and Empire, Daily Star, Evening Telegram; Ottawa—Citizen; Hamilton—Herald; London—Advertiser; Windsor—Border Cities Star. 4. Gerrard Bedding Company, Toronto; National Furniture Co., Toronto; J. E. Townshend, Toronto; Comfort Mattress and Feather Co., Ltd., Toronto; Drygoods Specialty Co., Toronto; Brant Bedding Co., Brantford; Globe Bedding Co., Toronto; Banner Bedding, Limited, Toronto; T. Eaton Co., Ltd., Toronto; Beaumont Mfg. Co., N. B. Spring Mattress Co., Waterloo; G. D. Membrey & Son, Hamilton; W. H. Hughes, Kingston; Waterloo Bedding Co., Waterloo; The Fehrenbach Mattress Co., Kitchener; The Star Bedding Co., Toronto; Arrow Bedding, Limited, Toronto; Reliable Upholstering and Mattress Co., Toronto; Cotton Felts, Limited, Toronto; Robert Simpson Co., Ltd., Toronto; National Mattress Felt and Batting Co., Toronto; Consolidated Bedding Products; Toronto Bedding Co., Toronto; Dundas Mattress Co., Dundas; The Bothwell Mfg. Co., Bothwell; Restwell Bedding Co., Toronto; Simmons, Ltd., Toronto; Imperial Bedding Co., Toronto; Canadian Feather

and Mattress Co., Ottawa; Aberdeen Bedding Co., Toronto; Hygienic Bedding Products, Toronto; Canadian Feather and Mattress Co., Toronto; Way Sagless Spring Co., Ltd., Toronto; Buckley-Ward, Ltd., Toronto; Heffron Bedding Co., Toronto; Whitworth and Restall, Toronto; Imperial Feather Co., Toronto; Inner Spring Mattress and Cushion Co., Ltd.; Durable Bedding Products, Toronto; Gold Medal Furniture Mfg. Co., Toronto; Windsor Bedding Co., Ltd., Windsor; Marshall Ventilated Mattress Co., Ltd., Toronto; Colleran Spring Bed Co., Toronto; Standard Bedding Co., Toronto; Successful tenderers were: Brant Bedding Co., Brantford; G. D. Membery & Son, Hamilton; Waterloo Bedding Co., Waterloo; Simmons, Ltd., Toronto; Hygienic Bedding Products, Toronto; Way Sagless Spring Co., Toronto; Gold Medal Furniture Mfg. Co., Toronto; Windsor Bedding Co., Windsor. 5. Answered by No. 2.

Mr. Kidd asked the following Question (No. 164):—

1. What was the total number of persons on the superannuation pay roll as of March 1, 1936. 2. What was the total payment for the month of February, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1 and 2.—

Superannuates.....	572	\$40,559.47
Widows.....	303	11,594.39
Children.....	3	60.30
Total.....	878	\$52,214.16

Mr. Kidd asked the following Question (No. 165):—

1. What was the total number of contributors to the Public Service Superannuation Fund as of March 1, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. 6,447.

Mr. Black asked the following Question (No. 166):—

1. What was the average salary of employees in the Civil Service as of March 1, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. \$1,466.19.

Mr. Nesbitt asked the following Question (No. 169):—

1. How many applications for the admission of patients to the Ontario Hospital, Orillia, were on file on February 29, 1936, which could not be dealt with because of lack of accommodation.

The Honourable the Minister of Health replied as follows:—

1.—

Patients awarded admissions but not yet admitted.....	33
Patients for whom applications were made but not yet awarded admission.....	1,016
	<hr/>
Total.....	1,049

Mr. Black asked the following Question (No. 172):—

1. How many Mental Health Clinics were in operation in conjunction with the Ontario Hospitals on March 1, 1936.

The Honourable the Minister of Health replied as follows:—

Six Mental Health Clinics—Brockville, Hamilton, Kingston, London, New Toronto, Whitby.

On motion of Mr. Price, seconded by Mr. Macaulay,

Ordered, That there be laid before this House a Return showing: 1. How many Orders-in-Council have been passed since July 15, 1934, which have put into effect any measure of taxation under regulation or authority of existing statutes or otherwise. 2. What were these Orders-in-Council and upon what dates were they passed.

On motion of Mr. Henry, seconded by Mr. Macaulay,

Ordered, That there be laid before this House a Return showing: All persons who have been appointed to positions under any Board or Commission, under the jurisdiction of this Government other than the Hydro-Electric Power Commission, and the Ontario Liquor Control Board, since July 11, 1934, and giving in each case the Board of Commission, name, position, salary, and war service, if any.

On motion of Mr. Henry, seconded by Mr. Macaulay,

Ordered, That there be laid before this House a Return showing: All persons who have been dismissed, resigned or requested to resign, from positions under

any Board or Commission under the jurisdiction of this Government, other than the Hydro-Electric Power Commission and the Ontario Liquor Control Board since July 11, 1934, and give in each case the Board or Commission, name, position, salary, and war service, if any.

The Order of the Day for the second reading of Bill (No. 110), An Act to amend The Workmen's Compensation Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for the second reading of Bill (No. 112), An Act to amend The Railway Act, having been read,

After some discussion the motion for second reading having been put was lost,

And so it was declared in the negative.

The following Bills were severally read the second time:—

Bill (No. 103), An Act to amend The Vital Statistics Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 105), An Act to amend The Mortgagors' and Purchasers' Relief Act, 1933.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 107), An Act to amend The Jurors Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 113), An Act respecting the Dairy Industry.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 114), An Act to amend The Branding of Live Stock Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 115), An Act to amend The Co-operative Marketing Loan Act, 1932.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 104), An Act respecting Magistrates.

Referred to a Committee of the Whole House to-morrow.

On motion of Mr. Hepburn, seconded by Mr. Roebuck,

Ordered, That commencing on Friday next, the 3rd instant, there shall be two sittings of the House daily, including Saturday, the 4th instant, the first to begin at eleven in the forenoon, Mr. Speaker to leave the chair at one of the Clock until three of the Clock in the afternoon without the question being put and the second sitting to begin at three of the Clock in the afternoon.

The House then adjourned at 4.40 p.m.

THURSDAY, APRIL 2ND, 1936.

PRAYERS.

3 O'CLOCK P.M.

Mr. Colter, from the Standing Committee on Private Bills, presented their Sixth Report which was read as follows and adopted:—

Your Committee beg to report the following Bills without amendment:—

Bill (No. 22), An Act respecting the County of Kent.

Bill (No. 29), An Act respecting the Sisters of Charity at Ottawa.

Your Committee beg to report the following Bills with certain amendments:—

Bill (No. 20), An Act respecting the City of Windsor.

Bill (No. 31), An Act respecting the Town of Cobourg.

Your Committee also reports with respect to the following Bills, namely:—

Bill (No. 5), An Act respecting Ladies Hairdressers.

Bill (No. 12), An Act respecting Barbers.

Bill (No. 16), An Act respecting Hairdressers and Barbers.

that such Bills were referred for consideration by a Special Subcommittee which has recommended to your Committee that the said Bills be not further pro-

ceeded with at this time and that the same should not be reported for the reasons stated by the Subcommittee in its report.

Your Committee has concurred in and adopted the recommendations of its Subcommittee and now reports that the said Bills, Nos. 5, 12 and 16, respectively, be not reported.

Your Committee would recommend that the fees, less the penalties and the actual cost of printing be remitted on Bill (No. 29), "An Act respecting the Sisters of Charity at Ottawa," on the ground that it relates to a religious institution.

Your Committee would also recommend that the time for receiving Reports of Committees on Private Bills be extended until and inclusive of Thursday the 2nd day of April.

Ordered, That the fees, less the penalties and the actual cost of printing, be remitted on Bill (No. 29), "An Act respecting the Sisters of Charity at Ottawa," on the ground that it relates to a religious institution.

Ordered, That the time for receiving Reports of Committees on Private Bills be extended until and inclusive of Thursday the 2nd day of April.

On the motion of Mr. Hepburn, seconded by Mr. Nixon (Brant),

Ordered, That the Standing Committee on Public Accounts be granted permission to sit concurrently with the House on the morning of Friday the 3rd instant.

The following Bill was introduced and read the first time:—

Bill (No. 133), intituled "An Act for Raising Money on the Credit of the Consolidated Revenue Fund." *Mr. Hepburn.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Murphy asked the following Question (No. 34):—

1. What was the total cost of the renovation of the office of the Attorney-General since July, 1934. 2. What were the details of these expenditures.

The Honourable the Attorney-General replied as follows:—

1. \$924.65.

2.—

Carpet.....	\$243.80
Drapes for three windows, each approximately 15 feet in height.....	204.95
Blinds, wooden slats, approximately 15 feet in height.....	139.11
Electric fixtures.....	45.00
1 large desk refinished and top recovered.....	75.00
Renovation of pictures of all former Attorneys-General, twelve in number; dismantling old frames; cleaning pictures; reducing to one size; reframing with oval mats; cleaning, replating and altering present plates to one uniform size; supplying new plate for Mr. Price's picture; framing three warrants of appointment of present Attorney-General.....	85.75
Cleaning and painting walls and cleaning and painting woodwork....	131.04
	\$924.65

Mr. Murphy asked the following Question (No. 128):—

1. How many, if any, requests have been received by the Department of the Attorney-General, or any other Department of the Government, for additional police service in any sections of Ontario since August 1, 1934. 2. Upon what date, and from what sources were these requests received. 3. What was the police protection in the district so concerned at the time the request was made. 4. What action, if any, has been taken on each of these requests.

The Honourable the Attorney-General replied as follows:—

1. This question is too indefinite; thousands of applications have been received for additional police service verbally, by telephone and by letter. Thousands of requests are received by the Provincial Constables themselves. See report of Commissioner of Provincial Police. 2. Answered by No. 1. 3. Answered by No. 1. 4. Answered by No. 1.

Mr. Price asked the following Question (No. 135):—

1. What reward, if any, was offered by this Government in connection with the Labatt kidnapping case. 2. Has any of this reward been paid to date. 3. If so, to whom. 4. Have any requests been received for this reward.

The Honourable the Attorney-General replied as follows:—

1. \$5,000. 2, 3 and 4. It is not in the public interests that information be made public with respect to the payment of rewards for the supplying of information in criminal cases.

Mr. Hill asked the following Question (No. 148):—

1. How many students attended the last Provincial police training school held in Toronto. 2. What were the costs to the Province of Ontario in connection with this school. 3. How many students (a) passed the tests; (b) failed the tests. 4. How many of the students attending the school have been taken on the Provincial Police Force.

The Honourable the Attorney-General replied as follows:—

1. None; all were police officers. 2. Grant of \$1,000. 3. No information. 4. Answered by No. 1.

Mr. Nesbitt asked the following Question (No. 157):—

1. How many Medical Superintendents have been appointed in the Ontario Hospitals since July, 1934.

The Honourable the Minister of Health replied as follows:—

1. 4.

Mr. Nesbitt asked the following Question (No. 158):—

1. How many Medical Superintendents have been transferred from one Ontario Hospital to another since July, 1934.

The Honourable the Minister of Health replied as follows:—

1. 5.

Mr. Nesbitt asked the following Question (No. 159):—

1. How many Medical Officers below the rank of Superintendent have been transferred from one Ontario Hospital to another since July 1, 1934.

The Honourable the Minister of Health replied as follows:—

1. 24.

Mr. Nesbitt asked the following Question (No. 160):—

1. How many artisans, attendants, nurses, clerks and employees of all ranks other than medical officers have been transferred from one Ontario Hospital to another since July 1, 1934.

The Honourable the Minister of Health replied as follows:—

1. 109.

Mr. Lancaster asked the following Question (No. 168):—

1. What is the total cost from July 1, 1934, of removal expenses in connection with transfer of Superintendents, Medical Officers, artisans, nurses, clerks and employees of all ranks from one Ontario Hospital to another.

The Honourable the Minister of Health replied as follows:—

1. \$3,588.03.

Mr. Price asked the following Question (No. 174):—

1. On what date was Mr. William Scott appointed to the position of Ontario Fire Marshal. 2. What salary is paid for the performance of these duties. 3. Who is the Deputy Fire Marshal of Ontario. 4. What salary is paid for the position of Deputy Fire Marshal.

The Honourable the Attorney-General replied as follows:—

1. July 1st, 1935. 2. \$4,500. 3. William H. Stringer. 4. \$3,500.

The following Bills were severally read the second time:—

Bill (No. 102), An Act to repeal The Optometry Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 106), An Act to amend The Justices of the Peace Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 116), An Act to amend The Companies Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 117), An Act to amend The Insurance Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 124), An Act to amend The Insurance Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 108), An Act to confirm Tax Sales.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 109), An Act to amend The Factory, Shop and Office Building Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 118), An Act to amend The Highway Traffic Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 111), An Act to amend The Dog Tax and Sheep Protection Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 74), An Act to repeal The Supplementary Revenue Act of 1932.

Referred to a Committee of the Whole House to-morrow.

The House resolved itself into a Committee to consider Bill (No. 76), An Act to amend The Bulk Sales Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill, with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 79), An Act respecting Commercial Vehicles, and after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 81), An Act to provide for imposing a Tax on the Purchasers of Gasoline, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 93), An Act respecting Fair Wages and Hours of Labour in relation to work to be performed under contracts with the Government of Ontario, and, after some time

spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 82), An Act respecting the Handling of Gasoline, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 94), An Act to amend The Parents' Maintenance Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 95), An Act to amend The Election Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 96), An Act to amend The Ontario Municipal Board Act, 1932, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 97), An Act to amend The Apprenticeship Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 103), An Act to amend The Vital Statistics Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 105), An Act to amend The Mortgagors' and Purchasers' Relief Act, 1933, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 107), An Act to amend The Jurors Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 113), An Act respecting the Dairy Industry, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 114), An Act to amend The Branding of Live Stock Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 115), An Act to amend The Co-operative Marketing Loan Act, 1932, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 104), An Act respecting Magistrates, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 44), An Act respecting the Fumigation of Premises, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 36), An Act to amend The Public Hospitals Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 37), An Act to amend The Sanatoria for Consumptives Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 58), An Act to amend The Cemetery Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 48), An Act to amend The Public Health Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 60), An Act to amend The Wages Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 61), An Act to amend The Division Courts Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a committee, severally to consider the following Bills:—

Bill (No. 14), An Act respecting the Incorporated Synod of the Diocese of Toronto.

Bill (No. 17), An Act respecting the Corporation of the Township of the Front of Leeds and Lansdowne.

Bill (No. 21), An Act respecting the City of St. Catharines.

Bill (No. 26), An Act to authorize conveyances to The Incorporated Synod of the Diocese of Toronto.

Bill (No. 25), An Act respecting the Roman Catholic Separate Schools of Ward Six of the Town of Eastview.

Bill (No. 4), An Act respecting the City of Toronto.

Bill (No. 10), An Act respecting the Association of Accountants and Auditors in Ontario.

Bill (No. 11), An Act respecting the Township of York.

Bill (No. 18), An Act respecting the Village of Forest Hill.

Bill (No. 8), An Act respecting the Township of Nepean.

Bill (No. 6), An Act respecting the Incorporated Synod of the Diocese of Ottawa.

Bill (No. 19), An Act respecting the Municipality of Shuniah.

Bill (No. 23), An Act respecting The Mercantile Fire Insurance Company.

Bill (No. 28), An Act respecting the City of Ottawa.

Mr. Speaker resumed the Chair; and Mr. Kirby reported, That the Committee had directed him to report the several Bills without Amendments.

Ordered, That the Bills reported, be severally read the third time to-morrow.

The House then adjourned at 11.00 p.m.

FRIDAY, APRIL 3RD, 1936.

PRAYERS.

11 O'CLOCK A.M.

The following Bills were severally introduced and read the first time:—

Bill (No. 134), intituled "An Act to amend The Unemployment Relief Act, 1935." *Mr. Croll*.

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 135), intituled "An Act to amend the City of Windsor Amalgamation Act, 1935." *Mr. Croll*.

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 136), intituled "An Act to incorporate The Jack Miner Migratory Bird Foundation." *Mr. Wigle*.

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 137), intituled "An Act to amend The Game and Fisheries Act." *Mr. Nixon* (Brant).

Ordered, That the Bill be read a second time on Monday next.

The following Bills were read the third time and were passed:—

Bill (No. 76), An Act to amend The Bulk Sales Act.

Bill (No. 79), An Act respecting Commercial Vehicles.

Bill (No. 81), An Act to provide for imposing a Tax on the Purchasers of Gasoline.

Bill (No. 93), An Act respecting Fair Wages and Hours of Labour in relation to work to be performed under contracts with the Government of Ontario.

Bill (No. 82), An Act respecting the Handling of Gasoline.

Bill (No. 94), An Act to amend The Parents' Maintenance Act.

Bill (No. 95), An Act to amend The Election Act.

Bill (No. 96), An Act to amend The Ontario Municipal Board Act, 1932.

Bill (No. 97), An Act to amend The Apprenticeship Act.

Bill (No. 103), An Act to amend The Vital Statistics Act.

Bill (No. 105), An Act to amend The Mortgagors' and Purchasers' Relief Act, 1933.

Bill (No. 107), An Act to amend The Jurors Act.

Bill (No. 113), An Act respecting the Dairy Industry.

Bill (No. 44), An Act respecting the Fumigation of Premises.

Bill (No. 36), An Act to amend The Public Hospitals Act.

Bill (No. 37), An Act to amend The Sanatoria for Consumptives Act.

Bill (No. 58), An Act to amend The Cemetery Act.

Bill (No. 48), An Act to amend The Public Health Act.

Bill (No. 60), An Act to amend The Wages Act.

Bill (No. 61), An Act to amend The Division Courts Act.

Bill (No. 14), An Act respecting the Incorporated Synod of the Diocese of Toronto.

Bill (No. 17), An Act respecting the Corporation of the Township of the Front of Leeds and Lansdowne.

Bill (No. 21), An Act respecting the City of St. Catharines.

Bill (No. 26), An Act to authorize conveyance to The Incorporated Synod of the Diocese of Toronto.

Bill (No. 25), An Act respecting the Roman Catholic Separate Schools of Ward Six of the Town of Eastview.

Bill (No. 4), An Act respecting the City of Toronto.

Bill (No. 10), An Act respecting the Association of Accountants and Auditors in Ontario.

Bill (No. 11), An Act respecting the Township of York.

Bill (No. 18), An Act respecting the Village of Forest Hill.

Bill (No. 8), An Act respecting the Township of Nepean.

Bill (No. 6), An Act respecting the Incorporated Synod of the Diocese of Ottawa.

Bill (No. 19), An Act respecting the Municipality of Shuniah.

Bill (No. 23), An Act respecting The Mercantile Fire Insurance Company.

Bill (No. 28), An Act respecting the City of Ottawa.

The Order of the Day for the third reading of Bill (No. 114), An Act to amend The Branding of Live Stock Act, having been read,

Ordered, That the Order be discharged, and that the Bill be forthwith again referred to a Committee of the Whole, with instructions to amend the same.

On motion of Mr. Ellis, seconded by Mr. Heighington,

Ordered, That there be laid before this House a Return showing: What legal advisors or assistance, other than special Crown Prosecutors, has been engaged by this Government, or any of its boards or commissions since July 11, 1934, giving in each case the names, duties, salary per diem, duration of engagement, and the total amount paid to date to each person or persons and specifying if payment for services completed in each case.

Mr. Heighington asked the following Question (No. 88):—

1. How many accidents have happened to Ontario Government aeroplanes since July 11, 1934. 2. Where did the accidents occur, and what did repairs cost.

The Honourable the Minister of Lands and Forests replied as follows:—

1. Four. 2. February 6, 1935, Sault Ste. Marie; March 6, 1935, Sault Ste. Marie; May 23, 1935, Gander Lake; July 20, 1935, Whitefish Lake. Material, \$6,742.60; Labour, \$4,227.11.

Mr. Nesbitt asked the following Question (No. 132):—

1. (a) In what position, if any, has John Cowan, of the legal firm of Cowan, Cowan & Gray, of Sarnia, Ontario, been engaged by the Ontario Government since July, 1934; (b) What services have been rendered to date and what payment has been made for these services. 2. (a) In what position, if any, has Hector Cowan, of the legal firm of Cowan, Cowan & Gray, of Sarnia, Ontario, been engaged by the Ontario Government since July, 1934; (b) What services have been rendered to date and what payment has been made for these services. 3. (a) In what position, if any, has John Fuller, formerly of the legal firm of Cowan, Cowan & Gray, of Sarnia, Ontario, been employed by the Ontario Government since July, 1934; (b) What services have been rendered to date, and what payment has been made for these services.

The Honourable the Attorney-General replied as follows:—

1. (a) Commissioner under Succession Duty Act; (b) Inquiry into the Spencer Estates; no payment made to date. 2. (a) Crown Attorney and Clerk of the Peace, County of Lambton; (b) Appointed June 12, 1935, and has acted in these capacities ever since. Fees commuted at \$3,500 per annum. 3. (a) and (b) John Fuller, formerly in the employ of Cowan, Cowan & Gray, was appointed Registrar of Deeds, County of Lambton, November 30, 1934, at \$3,000 per annum, and still holds that position.

Mr. Kidd asked the following Question (No. 150):—

1. Is Mr. Don Campbell of the Town of Kenora an employee of the Ontario Government. 2. If so, in what capacity. 3. What are his duties, and what salary does he receive. 4. Upon what date was he first appointed to the Ontario Public Service.

The Honourable the Minister of Lands and Forests replied as follows:—

1. No. 2, 3, and 4. Answered by No. 1.

The following Bills were severally read the second time:—

Bill (No. 22), An Act respecting the County of Kent.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 29), An Act respecting the Sisters of Charity at Ottawa.

Referred to a Committee of the Whole House on Monday Next.

Bill (No. 125), An Act to amend The Old Age Pensions Act.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 98), An Act to Validate certain Contracts entered into by the Hydro-Electric Power Commission of Ontario and certain Companies.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 126), An Act to amend The Children's Protection Act.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 131), An Act to amend The Department of Municipal Affairs Act, 1935.

Referred to a Committee of the Whole House on Monday next.

Bill (No. 101), An Act to amend The Temiskaming and Northern Ontario Railway Act.

Referred to a Committee of the Whole House on Monday next.

Mr. Nixon (Temiskaming), from the Standing Committee on Agriculture and Colonization, presented their First Report which was read as follows and adopted:—

Your Committee has carefully examined the provisions of Bill (No. 92), An Act to amend The Ditches and Watercourses Act, and begs to report the Bill without amendment.

The Order of the Day for the second reading of Bill (No. 119), An Act respecting Intermediate Schools, having been read,

And a Debate having arisen, after some time, it was on the motion of Mr. Macaulay,

Ordered, That the Debate be adjourned.

The following Bills were severally introduced and read the first time:—

Bill (No. 138), intituled "An Act to amend The Assessment Act." *Mr. Hepburn*.

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 139), intituled "An Act to amend The Industrial Standards Act, 1935." *Mr. Croll*.

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 140), intituled "An Act to amend The Municipal Act." *Mr. Carr.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 141), intituled "An Act to amend The Assessment Act." *Mr. Carr.*

Ordered, That the Bill be read a second time on Monday next.

Bill (No. 142), intituled "An Act respecting the Practice of Optometry." *Mr. Roebuck.*

Ordered, That the Bill be read a second time on Monday next.

The Order of the Day for the second reading of Bill (No. 90), An Act to Regulate the Forest Resources of the Province of Ontario, having been read,

And a Debate having arisen, after some time, the motion for the second reading having been put was carried on the following Division:—

YEAS

Allen	Glass	Newman
Avery	Habel	Nixon
Ballantyne	Heenan	(Bruce)
Belanger	Hepburn	Nixon
Blakelock	Kelly	(Temiskaming)
Carr	Leduc	Patterson
Cox	Marceau	Robertson
Crawford	Marshall	Roebuck
Croll	Miller	Schwenger
Dickson	Murray	Simpson
Duncan	McQuesten	Sinclair
Fulford	McVicar	(Ontario)
		Trottier—34.

NAYS

Baird	Ellis	Lancaster
Challies	Heighington	Macaulay
Craig	Henry	Nesbitt
Duckworth	Hill	Price—14.
Elgie	Kidd	

And the Bill was accordingly read the second time,

And referred to the Committee of the Whole House on Monday next.

The Order of the Day for the second reading of Bill (No. 128), An Act to amend The Ontario Housing Act, 1919, having been read,

And a Debate having arisen, after some time, it was on the motion of Mr. Elgie,

Ordered, That the Debate be adjourned.

The Order of the Day for the second reading of Bill (No. 75), An Act to amend The Liquor Control Act of Ontario, having been read,

And a Debate having arisen, after some time, it was on the motion of Mr. Price,

Ordered, That the Debate be adjourned.

Mr. Carr, from the Standing Committee on Municipal Law, presented the following as their report:—

Your Committee has carefully considered the provisions of Bills Numbers 38, 40, 41, 43, 65, 67, 69, 72, 73, 83, 84 and 87 to amend The Municipal Act, and such of their provisions as have been approved of have been embodied in a Bill intituled "An Act to amend The Municipal Act."

Your Committee has carefully considered the provisions of Bills Numbers 64, 78, 80 and 86, to amend The Assessment Act and such of their provisions as have been approved of have been embodied in a Bill intituled "An Act to amend The Assessment Act."

Your Committee has carefully considered the following Bill and begs to report the same without amendment:—

Bill (No. 85), An Act to amend The Public Utilities Act.

Your Committee has carefully considered the following Bill and begs to report the same with certain amendments:—

Bill (No. 56), An Act to amend The Voters Lists Act.

Your Committee has also carefully considered Bills Numbers 50, 63 and 66, to amend The Municipal Act, Bill Number 89 to amend The Assessment Act and Bill Number 39 to amend The Local Improvement Act, and recommends that the same be not further proceeded with.

Mr Hepburn moved, seconded by Mr. Henry,

That when this House adjourns to-night it do stand adjourned until Eleven of the Clock on Monday the 6th instant.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Annual Report of the Hydro-Electric Power Commission of Ontario for the year ending October 31st, 1935. (*Sessional Papers No. 26.*)

Also, Report of the Commissioner of the Ontario Provincial Police from November 1st, 1934, to March 31, 1935. (*Sessional Papers No. 34.*)

Also, Return to an Order of the House dated April 1st, 1936, That there be laid before this House a Return showing: 1. How many Orders-in-Council have been passed since July 15th, 1934, which have put into effect any measure of taxation under regulation or authority of existing statutes or otherwise. 2. What were these Orders-in-Council and upon what dates were they passed. (*Sessional Papers No. 68.*)

The House then adjourned at 10.45 p.m.

MONDAY, APRIL 6TH, 1936.

PRAYERS.

11 O'CLOCK A.M.

Mr. Hepburn moved, seconded by Mr. Nixon (Brant),

That the Standing Committee on Public Accounts be granted permission to sit concurrently with the House.

The following Bill was introduced and read the first time:—

Bill (No. 143), intituled "The Statute Law Amendment Act, 1936." *Mr. Roebuck.*

Ordered, That the Bill be read a second time to-morrow.

Mr. Price asked the following Question (No. 3):—

1. What was the gross Provincial debt of Ontario as of the first day of the months of March, April, May, June, July, August, September, October, November, December, 1935, and January, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. As all records are being kept on a cash, and not on accrual basis, this information cannot be given with any degree of accuracy without a great deal of detailed work.

Mr. Ellis asked the following Question (No. 44):—

1. What was the total gross debt of Ontario as of (a) July 1, 1934; (b) July 1, 1935; (c) February 1, 1936.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. See Answer to Question No. 3.

Mr. Price asked the following Question (No. 72):—

1. What Boards, Commissions, Provincial Institutions, or other bodies in connection with this government transferred their accounts to Branches of the Ontario Government Savings Bank. 2. Upon whose authorization was this action taken. 3. What was the aggregate amount transferred to Savings office.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

The Government follows the policy of all Banking Institutions in refusing to give details with regard to depositors' accounts.

Mr. Acres asked the following Question (No. 134):—

1. What were the total costs involved in connection with the action taken by the Ontario Government in reference to the validity of The Maritimes Freight Rates Act. 2. Who acted for the Ontario Government. 3. Upon whose instructions was this action taken. 4. Was the action taken by this Government carried to the completion of the case. 5. If not, upon whose instructions was any change of policy made.

The Honourable the Attorney-General replied as follows:—

1. \$94.31. 2. Mr. Joseph Sedgewick, K.C. 3. Attorney-General. 4. No. 5. Mr. Sedgewick being busy on other cases, the Potato Marketing Board agreed to supply their own counsel to complete the case and he was assisted by Mr. Sedgewick in preparing his argument.

Mr. Heighington asked the following Question (No. 140):—

How many Crown prosecutors at assizes or other courts of the Province have been appointed since January 1, 1935, giving the name, legal matter or assize, and the amount paid in each case.

The Honourable the Attorney-General replied as follows:—

Assize	Counsel	Amount paid
<i>Winter and Spring—1935</i>		
Toronto—Winter	Salter Hayden, K.C.,	\$2,578.00
Ottawa—Winter	J. A. Ritchie, K.C., Crown Attorney	116.00
Sandwich—Winter	J. S. Allan, K.C., Crown Attorney	Nothing
Hamilton—Winter	G. W. Ballard, K.C., Crown Attorney	Nothing
London—Winter	J. C. M. German, K.C., Toronto	1,230.00
Kitchener	W. P. Clement, Crown Attorney	Nothing
Simcoe	W. E. Kelly, K.C., Crown Attorney	10.00
Peterborough	Hon. G. N. Gordon, Peterborough	162.00
Sarnia	W. S. Haney, Crown Attorney	10.00
Welland	T. D. Cowper, K.C., Crown Attorney	46.00
Belleville	Geo. Urquhart, K.C., Toronto	1,796.00
Lindsay	J. E. Anderson, K.C., Crown Attorney	71.00
Sudbury	E. D. Wilkins, K.C., Crown Attorney	Nothing
Guelph	J. M. Kearns, K.C., Crown Attorney	10.00
Brockville	H. Atkinson, Crown Attorney	10.00
Kingston	T. J. Rigney, K.C., Crown Attorney	10.00
Barrie	F. G. Evans, K.C., Crown Attorney	Nothing
Stratford	W. E. Goodwin, Crown Attorney	Nothing
Goderich	J. C. Gillanders, London	86.00
Napanee	Kenneth Ham, Crown Attorney	10.00
Chatham	H. D. Smith, K.C., Crown Attorney	Nothing
Brampton	A. G. Davis, Crown Attorney	26.00
Woodstock	R. N. Ball, K.C., Crown Attorney	10.00
Owen Sound	J. F. P. Birnie, K.C., Crown Attorney	26.00
St. Catharines	E. H. Lancaster, K.C., Crown Attorney	250.00
London	N. F. Newton, K.C., Crown Attorney	317.70
Cornwall	J. G. Harkness, K.C., Crown Attorney	46.00
Port Arthur	J. H. McDonald, K.C., North Bay	357.45
Hamilton	G. W. Ballard, K.C., Crown Attorney	Nothing
Whitby	G. D. Conant, K.C., Crown Attorney	198.00
Perth	C. W. Bowyer, Brampton	283.45
Cobourg	F. D. Boggs, K.C., Crown Attorney	106.00
Brantford	W. F. Spence, Toronto	269.75
St. Thomas	J. B. Davidson, St. Thomas	531.00
Sault Ste. Marie	J. L. O'Flynn, Crown Attorney	10.00
North Bay	T. E. McKee, Crown Attorney	66.00
Toronto—Spring	J. J. Robinette	162.00
	F. H. Barlow, K.C.	237.00
	H. H. Donald, K.C.	524.00
	J. C. M. German, K.C.	75.00
Kenora	H. P. Cooke, K.C., Crown Attorney	56.00
Cochrane	S. A. Caldbick, Crown Attorney	56.80
Picton	C. A. Cameron, K.C., Belleville	156.00
Milton	W. I. Dick, K.C., Crown Attorney	89.50
Haileybury	E. E. Pearlman, Crown Attorney	10.00
Walkerton	O. E. Klein, Walkerton	124.75
L'Orignal	C. W. A. Marion, Crown Attorney	83.25

Assize	Counsel	Amount paid
<i>Winter and Spring—1935—Continued</i>		
Pembroke.....	J. A. Burrows, Ottawa.....	\$156.00
Orangeville.....	R. D. Evans, Crown Attorney.....	10.00
Cayuga.....	H. Arrell, Crown Attorney.....	10.00
Parry Sound.....	H. E. Stone, K.C., Crown Attorney.....	97.00
Ottawa.....	J. A. Ritchie, K.C., Crown Attorney.....	Nothing
Sandwich.....	J. S. Allen, K.C., Crown Attorney.....	Nothing
Fort Frances.....	N. L. Croome, Crown Attorney.....	10.00
Bracebridge.....	Thos. Johnston, Crown Attorney.....	36.00
Gore Bay.....	W. F. McRae, K.C., Crown Attorney.....	10.00

Fall—1935

Simcoe—Fall.....	F. E. D. Wallace, Brantford.....	\$86.00
Guelph.....	J. M. Kearns, K.C., Crown Attorney.....	26.00
Kingston.....	T. J. Rigney, K.C., Crown Attorney.....	52.00
Sarnia.....	Hector Cowan, Crown Attorney.....	10.00
Lindsay.....	Hon. G. N. Gordon, K.C., Peterboro.....	150.00
Brantford.....	F. E. D. Wallace, Crown Attorney.....	10.00
Toronto.....	W. B. Common, K.C., Attorney-General's Department.....	Nothing
Sandwich.....	J. S. Allen, K.C., Crown Attorney.....	Nothing
Kitchener.....	W. P. Clement, K.C., Crown Attorney.....	89.00
Chatham.....	H. D. Smith, K.C., Crown Attorney.....	172.00
St. Catharines.....	E. H. Lancaster, Crown Attorney.....	86.00
Peterboro.....	W. F. Huycke, Peterboro.....	189.00
Sault Ste. Marie.....	J. L. O'Flynn, K.C., Crown Attorney.....	166.00
Stratford.....	W. E. Godwin, Crown Attorney.....	71.75
Woodstock.....	C. L. Snyder, Assistant Crown Attorney, Toronto.....	Nothing
Cornwall.....	Rodolphe Danis, Cornwall.....	281.75
North Bay.....	T. E. McKee, Crown Attorney.....	10.00
Hamilton.....	G. W. Ballard, K.C., Crown Attorney.....	Nothing
Sudbury.....	E. D. Wilkins, K.C., Crown Attorney.....	Nothing
Parry Sound.....	H. E. Stone, Crown Attorney.....	56.00
Cochrane.....	Eric Silk, Attorney-General's Department...	Nothing
Whitby.....	G. D. Conant, K.C., Crown Attorney.....	10.00
Welland.....	T. D. Cowper, Crown Attorney.....	26.00
London.....	N. F. Newton, Crown Attorney.....	430.00
Ottawa.....	J. A. Ritchie, Crown Attorney.....	Nothing
Cayuga.....	H. Arrell, K.C., Crown Attorney.....	10.00
Port Arthur.....	W. F. Langworthy, K.C., Crown Attorney...	143.00
Cobourg.....	C. R. Magone, Attorney-General's Department	Nothing
Brampton.....	A. G. Davis, K.C., Crown Attorney.....	10.00
Bracebridge.....	Thomas Johnson, Crown Attorney.....	26.00
L'Orignal.....	C. W. A. Marion, Crown Attorney.....	140.30
Kenora.....	H. P. Cooke, K.C., Crown Attorney.....	72.17
St. Thomas.....	N. F. Newton, London.....	86.00
Belleville.....	B. C. Donnan, Crown Attorney.....	10.00
Barrie.....	C. R. Magone, Attorney-General's Department	Nothing

Assize	Counsel	Amount paid
<i>Fall—1935—Continued</i>		
Walkerton.....	W. B. Common, Attorney-General's Department.....	Nothing
Milton.....	W. I. Dick, K.C., Crown Attorney.....	\$10.00
Picton.....	Eric Silk, Attorney-General's Department...	Nothing
Napanee.....	Kenneth Ham, Crown Attorney.....	10.00
Goderich.....	D. E. Holmes, Crown Attorney.....	10.00
Fort Frances.....	N. L. Croome, Crown Attorney.....	10.00
Haileybury.....	E. E. Pearlman, Crown Attorney.....	42.00
Brockville.....	C. L. Snyder, Assistant Crown Attorney, Toronto.....	Nothing
Orangeville.....	R. D. Evans, Crown Attorney.....	10.00
Owen Sound.....	J. F. P. Birnie, Crown Attorney.....	10.00
Pembroke.....	C. L. Snyder, Assistant Crown Attorney Toronto.....	Nothing
Perth.....	W. W. Pollock, Crown Attorney.....	Nothing

Winter and Spring—1936

Toronto—Winter.....	J. C. McRuer, K.C., Toronto.....	1,301.70
	W. B. Common, Attorney-General's Dept....	Nothing
	David Sher.....	195.00
Ottawa.....	R. Mercier, Crown Attorney.....	91.00
Windsor.....	J. S. Allen, Crown Attorney.....	Nothing
Hamilton.....	G. W. Ballard, Crown Attorney.....	Nothing
London.....	J. Sedgwick, Attorney-General's Department	Nothing
Kitchener.....	W. P. Clement, Crown Attorney.....	Nothing
Simcoe.....	W. E. Kelly, Crown Attorney.....	10.00
Peterboro.....	Hon. G. N. Gordon, Peterboro.....	131.00
Belleville.....	B. C. Donnan, Crown Attorney.....	146.00
Brampton.....	A. G. Davis, Crown Attorney.....	10.00
Brockville.....	H. Atkinson, Crown Attorney.....	10.00
Welland.....	T. D. Cowper, Crown Attorney.....	10.00
Sarnia.....	Hector Cowan, Crown Attorney.....	10.00
Lindsay.....	J. E. Anderson, Crown Attorney.....	10.00
Kingston.....	T. J. Rigney, Crown Attorney.....	240.00
Sudbury.....	E. D. Wilkins, Crown Attorney.....	Nothing
Guelph.....	J. M. Kearns, Crown Attorney.....	10.00
Barrie.....	F. G. Evans, Crown Attorney.....	10.00
Goderich.....	D. E. Holmes, Crown Attorney.....	10.00
Woodstock.....	Craig McKay, Crown Attorney.....	Nothing
Stratford.....	W. E. Goodwin, Crown Attorney.....	Nothing
Cornwall.....	C. L. Snyder, Assistant Crown Attorney, Toronto.....	Nothing
Owen Sound.....	J. F. P. Birnie, Crown Attorney.....	10.00
Napanee.....	Kenneth Ham, Crown Attorney.....	10.00

CASES OTHER THAN ASSIZES

Court	Case	Counsel	Fees
Brantford....	Rex vs. Boddy.....	Messrs. Spence, Shoemaker & Spence.....	\$200.00
	(Preliminary Hearing)		
St. Thomas...	Rex vs. Walker.....	N. F. Newton.....	80.00
Chatham....	Rex vs. M. Luther....	W. J. Scott.....	1,000.00
London.....	Rex vs. Meisner.....	J. C. M. German, K.C.....	200.00
	(Preliminary Hearing)		
London.....	Rex vs. Knowles.....	Attorney-General's Department	Nothing
Simcoe.....	General Sessions.....	Attorney-General's Department	Nothing
North Bay...	Rex vs. Fortier.....	Attorney-General's Department	Nothing
North Bay...	Rex vs. Fortier.....	Attorney-General's Department	Nothing
Welland.....	Rex vs. Benson.....	Attorney-General's Department	Nothing
Welland.....	Rex vs. Minden.....	Attorney-General's Department	Nothing
Welland.....	Rex vs. Benson.....	Attorney-General's Department	Nothing
Welland.....	Rex vs. Benson.....	Attorney-General's Department	Nothing
Welland.....	Rex vs. Benson.....	Attorney-General's Department	Nothing
Haileybury...	General Sessions.....	Attorney-General's Department	Nothing

Mr. Duckworth asked the following Question (No. 155):—

1. What has been paid in salaries, perquisites, honorarium, travelling or other expenses to: (a) Edmund Odette; (b) Arnold Smith; for the period July 11, 1934, to date, by the Government or any of its Boards and Commissions.

The Honourable the Prime Minister replied as follows:—

(a) \$19,478.57; (b) \$10,563.20.

Mr. Murphy asked the following Question (No. 170):—

1. How many beds for patients' accommodation were added during the twelve months ended March 31, 1935, in the Ontario Hospitals by: (a) Alteration and modernizing existing accommodation; (b) By new construction.

The Honourable the Minister of Health replied as follows:—

(a) 188; (b) 78.

Mr. Henry asked the following Question (No. 184):—

1. What is the total amount of Succession Duty Free Bonds bought in by the Government since August 1, 1934. 2. What was the series, maturity date, callable date, if any, and price paid for each lot so purchased, and giving the date of purchase in each case.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. \$921,250. 2. As negotiations are now in progress for the purchase of more of these bonds, it is not in the public interest to give this information at the present time.

On motion of Mr. Price, seconded by Mr. Henry,

Ordered, That there be laid before this House a Return showing: 1. How many incorporated companies are on the records of the Corporations Tax Branch of the Ontario Treasury Department. 2. How many of these companies were in arrears of taxes under The Ontario Corporations Tax Act, as of January 1, 1936. 3. What is the total amount of these arrears. 4. How many persons are employed in the Corporations Tax Branch of the Treasury Department. 5. What are the names, positions, salaries, of each employee in this branch of the service. 6. How many persons were employed in the Ontario Public Service in connection with the administration of The Corporations Tax Act, as of July 11, 1934.

On motion of Mr. Kidd, seconded by Mr. Black,

Ordered, That there be laid before this House a Return showing: 1. What was the cost of operating the Mental Health Clinics of the Province for the twelve months ended March 31, 1935, as to the following items: (a) Salaries of physicians, social service workers, psychologists, psychometrists, clerks, stenographers, and all other employees; (b) Cost of automobiles and operation thereof including purchase of gasoline, oil, repairs and general maintenance; (c) Travelling expenses of employees mentioned in Section (a) herein.

On motion of Mr. Nesbitt, seconded by Mr. Baird,

Ordered, That there be laid before this House a Return showing: 1. To what Institutions, Departments, or branches, of the Government, giving the total amount in each case, did the following sell goods or services, for the periods ending: (a) March 31, 1935; (b) March 31, 1936: (1) M. Godfrey & Co.; (2) Dry Goods Specialty Co.; (3) Campbell Heating Co.; (4) Good Humour Food Products Co.

The following Bills were read the third time and were passed:—

Bill (No. 115), An Act to amend The Co-operative Marketing Loan Act, 1932.

Bill (No. 104), An Act respecting Magistrates.

The following Bills were severally read the second time:—

Bill (No. 31), An Act respecting the Town of Cobourg.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 20), An Act respecting the City of Windsor.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 136), An Act to incorporate The Jack Miner Migratory Bird Foundation.

Referred to the Committee of the Whole House to-morrow.

Bill (No. 140), An Act to amend The Municipal Act.

Referred to the Committee of the Whole House to-morrow.

Bill (No. 141), An Act to amend The Assessment Act.

Referred to the Committee of the Whole House to-morrow.

Bill (No. 122), An Act to amend The Minimum Wage Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 127), The Assessment Amendment Act, 1936.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 129), An Act to amend The Municipal Housing Act, 1920.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 134), An Act to amend The Unemployment Relief Act, 1935.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 135), An Act to amend The City of Windsor Amalgamation Act, 1935.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 133), An Act for raising money on the credit of the Consolidated Revenue Fund.

Referred to a Committee of the Whole House to-morrow.

The Order of the Day for the second reading of Bill (No. 123), An Act to amend The Workmen's Compensation Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for the second reading of Bill (No. 132), An Act to amend The Wages Act, having been read,

Ordered, That the Order be discharged, and that the Bill be withdrawn.

The Order of the Day for Resuming the Adjourned Debate on the Second Reading of Bill (No. 128), An Act to amend The Ontario Housing Act, 1919, having been read,

And the Motion for Second Reading having been put was carried,

And the Bill was accordingly read the Second time,

And referred to the Committee of the Whole House to-morrow.

Mr. Kidd moved, seconded by Mr. Black,

Resolved, That this House appreciates very much the assistance that has been given the Cheese Industry of the Province of Ontario, during the past year, by the Dominion Government, to the farmers, in the amount of \$779,119, based on a bonus of 1½c per pound.

That in the opinion of this House, the Parliament of Canada should at the present session enact legislation which will provide further aid, that the bonus may be continued.

And that a copy of this Resolution be immediately presented to the Federal Government.

And a Debate having arisen, after some time,

Mr. Marshall moved, seconded by Mr. Nixon (Brant), the following amendment:—

That all the words after "House," in the said resolution be struck out and the following substituted:—

Recognizes that the granting of bonuses of large sums of money, from the Federal Treasury, to any line of Agricultural Industry is a matter for the House of Commons to decide. That in the opinion of this House, no

Provincial Legislature should make a demand upon the Parliament of Canada for the voting of any such bonuses.

The Debate continued, and after some time, it was on the motion of Mr. Henry,

Ordered, That the Debate be adjourned.

Mr. Black asked the following Question (No. 111):—

1. What changes have been made in the Regulations made under The Amusements Tax Act since January 1, 1935. 2. What dates were these amendments made. 3. What dates did they become effective. 4. What concessions have been made affecting Race Meets held in Ontario, and for how long will such concessions be effective.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1, 2 and 3.

Regulations passed pursuant to the Amusements Tax Act have been amended by Orders-in-Council as follows:—

(a) Amusements Tax Act Regulations increasing certain rates of Tax dated 1st day of May, 1935, to come into effect the 1st day of June, 1935.

(b) Amusements Tax Act Regulations concerning Amusements Tax at Race Tracks dated the 8th day of May, 1935, to come into effect 1st day of June, 1935.

(c) Amusements Tax Act Regulations concerning Amusements Tax at Race Tracks dated the 9th day of July, 1935, effective the 9th day of July, 1935.

(d) Amusements Tax Act Regulations providing exemption for children dated the 21st day of August, 1935, effective the 21st day of August, 1935.

(e) Amusements Tax Act Regulations reducing certain rates of Amusements Tax, dated the 5th day of November, 1935, effective December 2nd, 1935.

(f) Amusements Tax Act Regulations providing for certain exemptions, dated the 27th day of February, 1936, effective the 2nd day of March, 1936.

4. No concessions have been made affecting race meets held in Ontario since January 1st, 1935.

Mr. Murphy asked the following Question (No. 123):—

1. What is the total amount paid to date on the contract awarded to the

Assiniboia Engineering and Contracting Co. for work done on the Trans-Canada Highway, between Kenora and the Manitoba boundary.

The Honourable the Minister of Lands and Forests replied as follows:—

1. \$483,938.18.

Mr. Price asked the following Question (No. 149):—

1. What is the total amount of money invested in right of way, transmission lines, transformer stations, connecting stations, and other equipment, but not including power houses or generating equipment, between the point of acceptance of Quebec power and the Leaside transforming station, the latter included.
2. How many circuits of transmission are there for delivery of the above mentioned power?
3. What is the total capacity of all equipment as installed.

The Honourable the Attorney-General replied as follows:—

1. At the end of the Commission's fiscal year, October 31st, 1935—\$16,348,654.04. 2. From the former point of acceptance of power from the Beauharnois Light, Heat and Power Co., to the point of acceptance of power from the Maclaren-Quebec Power Company—one circuit; from the point of acceptance of power from the Maclaren-Quebec Power Company to the Chats Falls transformer station—one circuit; from the point of acceptance of power from the Gatineau Power Company to the neighbourhood of Chats Falls—two circuits; from the Chats Falls transformer station and its neighbourhood to the Leaside transformer station—three circuits. 3. The total rated capacity of the transforming equipment installed in the Leaside transformer station is 360,000 horsepower.

Mr. Craig asked the following Question (No. 162):—

1. How many persons dismissed from the Ontario Public Service since July 11, 1934, received one week's salary for each year of service as provided by Order-in-Council in December, 1934. 2. (a) How many persons dismissed from the Ontario Public Service since July 11, 1934, did not receive one week's salary for each year of service as provided for by Order-in-Council in December, 1934; (b) Why were these not given the allowance provided for by Order-in-Council.

The Honourable the Prime Minister replied as follows:—

1. The Public Service Superannuation Board has granted gratuities to 467 persons recommended for such consideration. 2. (a) and (b) The Board has no record of this information, as in many cases leave of absence with salary, the equivalent of gratuity, was arranged departmentally, and no application for gratuity was therefore made.

Mr. Baird asked the following Question (No. 167):—

1. What was the total number of persons in the Ontario Public Service as of March 1, 1936, in: (a) Permanent Service; (b) Temporary Service.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. (a) 5,980; (b) 646.

Mr. Nesbitt asked the following Question (No. 181):—

1. Is Jesse Bradford, K.C., employed as solicitor to the Old Age Pensions Commission. 2. If not, when were his services dispensed with and upon whose recommendation. 3. What is the official position of J. C. Adams, Barrister, formerly of Windsor, Ontario, in connection with the Old Age Pensions Commission. 4. Upon what date was Mr. J. C. Adams appointed to the Ontario Public Service. 5. What is the official position of J. C. Adams, formerly of Windsor, Ontario, in the Department of Labour. 6. What is the salary paid J. C. Adams, and in what proportion is it paid by the Department of Labour and Old Age Pensions Commission.

The Honourable the Minister of Public Welfare replied as follows:—

1. No. 2. May 31st, 1935, upon recommendation of the Honourable the Minister of Public Welfare. 3. Solicitor, Old Age Pensions Commission. 4. June 1st, 1935. 5. No official position. Mr. Adams acts as consultant to the Department of Labour on legal matters, whenever required. 6. \$3,000 less salary assessment, paid entirely by the Old Age Pensions Commission.

The Order of the Day for the Second Reading of Bill (No. 138), An Act to amend The Assessment Act, having been read,

And a Debate having arisen,

And the House having continued to sit until twelve of the Clock midnight,

Tuesday, April 7th, 1936.

The Debate continued, and after some time, on the motion of Mr. Belanger, it was

Ordered, That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Annual Report of the Department of Health, Ontario. (*Sessional Papers No. 14.*)

Also, Forty-Ninth and Fiftieth combined Annual Report of the Niagara Parks Commission 1934-1935. (*Sessional Papers No. 70.*)

Also, Annual Report of the Ontario Municipal Board for year ending December 31, 1935. (*Sessional Papers No. 24.*)

Also, Orders-in-Council made pursuant to The Ontario Insurance Act and The Guarantee Companies Securities Act, Department of Insurance. (*Sessional Papers No. 39.*)

Also, Return to an Order of the House dated March 16th, 1936, that there be laid before the House a Return showing: "All offers for the sale of power made by (a) Gatineau Power Company, (b) Beauharnois Light, Heat and Power Company; (c) Maclaren-Quebec Power Company; (d) Ottawa Valley Power Company (Chats Falls Development), to the Government and the Hydro-Electric Power Commission." (*Sessional Papers No. 69.*)

Also, Report of the Department of Game and Fisheries, Ontario, for five months period ending March 31, 1935. (*Sessional Papers No. 9.*)

The House then adjourned at 2.25 a.m.

TUESDAY, APRIL 7TH, 1936.

PRAYERS.

11 O'CLOCK A.M.

Mr. Black asked the following Question (No. 21):—

1. What were the total costs of the Royal Commission appointed under Judge Duncan Ross into the affairs of the Ontario Liquor Control Board. 2. How were these costs made up.

The Honourable the Attorney-General replied as follows:—

1. \$4,275.05.

2.—

His Honour Judge Ross, Commissioner.....	\$1,500.00
A. G. Slaght, K.C., Commission Counsel (disbursements only).....	127.55
Kenneth B. Maclaren, Associate Counsel.....	2,447.50
Harrison M. Lehrer, Commission Registrar.....	200.00
	<hr/>
	\$4,275.05

Mr. Henry asked the following Question (No. 66):—

1. In connection with the \$15,000,000 Bond Issue of the Ontario Government, for which tenders closed on June 12, 1935: (a) What were the maturity dates, and interest rate; (b) What tenders were received for this issue; (c) What were the terms of the tenders received; (d) What interest rate would this have cost the Province for each maturity. 2. In the Bond Issue which was later sold (June 15, 1935): (a) What were the maturity dates, and interest rates; (b) What was the total amount of Bonds sold at this time; (c) What percentage of this total was sold over the counters of Provincial Treasury Branches—(1) Toronto Branches; (2) Branches located outside of Toronto; (d) Upon what date did the sale of these bonds close; (e) What was the total cost to the government of selling this Bond Issue.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1. (a) \$5,000,000, $2\frac{1}{4}\%$, to mature 15th June, 1940; \$5,000,000, $2\frac{1}{2}\%$, to mature 15th June, 1945; \$5,000,000, 3% , to mature 15th June, 1950; (b) No tenders received; (c) Answered by (b); (d) This would depend upon whether bonds were sold at a discount or a premium. 2. (a) \$11,841,500, $2\frac{3}{4}\%$, to mature 15th June, 1937; \$8,158,500, 3% , to mature 15th June, 1940; (b) \$20,000,000; (c) (1) and (2) It is not deemed in the public interest to publish information with regard to this activity of the operations of the Savings Offices; (d) June 21st, 1935; (e) \$35,529.31, or .1775 of 1% , being lowest cost on record for direct selling of an Ontario Loan.

Mr. Price asked the following Question (No. 182):—

1. In connection with returned soldiers who have been replaced in the Ontario Public Service since the Hunter Report was tabled in the Legislature in the 1935 Session: (a) Were all veterans placed back in their former positions; (b) If not, how many were so replaced; (c) How many were replaced in the service under an increased salary; (d) How many were replaced in the service at the same salary; (e) How many returned soldiers whose case was considered by the Hunter Inquiry are now in the eligible list for reinstatement.

The Honourable the Prime Minister replied as follows:—

1. (a), (b), (c) and (d)—Of the 110 veterans reinstated, 65 went to their original positions; 17 received increases in salary; and 37 returned at the same salary; (e) 329, including casuals and seasonals.

Mr. Craig asked the following Question (No. 185):—

1. How much has been paid to each member of the Milk Control Board for the fiscal year ending March 31, 1936, for: (a) Salary; (b) Expenses. 2. What was the date of appointment in each case.

The Honourable the Minister of Agriculture replied as follows:—

On July 17, 1934, Mr. J. A. McFeeters was appointed as Chairman, and Mr. J. E. Houck as Member. On December 19, 1935, Mr. J. E. Houck was appointed as Chairman, and Mr. J. A. McFeeters was retained as a Member. On January 1, 1936, Mr. J. S. Beck was appointed as a Member. The amounts paid to these Members during the fiscal year ending March 31, 1936, are as follows:—

Mr. J. E. Houck.....	Salary.....	\$4,522.50
	Travelling Expenses.....	1,477.92
Mr. J. A. McFeeters.....	Salary.....	4,140.00
	Travelling Expenses.....	252.35
Mr. J. S. Beck.....	Salary.....	1,095.00
	Travelling Expenses.....	18.40

The following Bills were severally read the second time:—

Bill (No. 130), The Municipal Amendment Act, 1936.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 137), An Act to amend The Game and Fisheries Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 139), An Act to amend The Industrial Standards Act.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 142), An Act respecting the Practice of Optometry.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 143), The Statute Law Amendment Act, 1936.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 120), The School Law Amendment Act, 1936.

Referred to a Committee of the Whole House to-morrow.

Bill (No. 75), An Act to amend The Liquor Control Act of Ontario.

Referred to a Committee of the Whole House to-morrow.

The House resolved itself into a Committee to consider Bill (No. 102), An Act to repeal The Optometry Act, and, after some time spent therein, Mr.

Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 106), An Act to amend The Justices of the Peace Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 116), An Act to amend The Companies Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 117), An Act to amend The Insurance Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 108), An Act to confirm Tax Sales, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 124), An Act to amend The Insurance Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 109), An Act to amend The Factory, Shop and Office Building Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 118), An Act to amend The Highway Traffic Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 111), An Act to amend The Dog Tax and Sheep Protection Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 114), An Act to amend The Branding of Live Stock Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 125), An Act to amend The Old Age Pensions Act, and, after some time spent therein,

Mr. Speaker resumed the Chair; and Mr. Schwenger reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 126), An Act to amend The Children's Protection Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

Mr. Murphy asked the following Question (No. 163):—

1. What are the names, positions and salaries of persons who have been dismissed by the Liquor Control Board since March 26, 1935, to date. 2. What are the names, positions, and salaries of persons who have been appointed by the Liquor Control Board since March 26, 1935, to date.

The Honourable the Prime Minister replied as follows:—

1 and 2. Answered by answer to Question 175.

Mr. Baird asked the following Question (No. 171):—

1. For the twelve months ended March 31, 1935, how many persons were certified as mentally ill and hospitalized through the offices of the Ontario Health clinics and how many received treatment at the hands of the Mental Health Clinic.

The Honourable the Minister of Health replied as follows:—

Number of persons certified as mentally ill and hospitalized through the offices of the Ontario Health Clinics for the twelve months ended March 31, 1935—164. Number of persons who received treatment at the hands of the Mental Health Clinic for the twelve months ended March 31, 1935—2,935.

Mr. Kidd asked the following Question (No. 175):—

1. What are the names, classification, salary, and locality of persons appointed to positions in the Liquor Control Board of Ontario since March 20th, 1935.

2. What are the names, classification, salaries, and locality of persons dismissed from positions in the Liquor Control Board of Ontario since March 20, 1935.

The Honourable the Prime Minister replied as follows:—

1.—

Name	Classification	Salary per annum	Locality
Miss L. Orvis.....	Head Office—Comptometer Operator.....	\$780	Toronto
R. R. Moore.....	“ “ Ledgerkeeper.....	1,300	“
Allan Farr.....	“ “ Junior Clerk.....	720	“
Miss A. L. McNeil.....	“ “ Clerk.....	960	“
Miss J. Scriviner.....	“ “ Dalton Machine Operator.....	840	“
Miss J. Elliott.....	“ “ “ “ “.....	960	“
P. N. Gardner.....	Store Inspector.....	2,400	
W. G. Reaume.....	Hotel Inspector.....	2,400	Windsor
S. Kieswetter.....	Brewery Inspector.....	1,440	Waterloo
C. W. Feick.....	“ “.....	1,440	Kitchener
J. W. Oliver.....	“ “.....	1,440	Brantford
D. G. Kerr.....	“ “.....	1,440	Timmins
G. E. Hallam.....	“ “.....	1,500	Sault Ste. Marie
H. Gunson.....	Central Warehouse—Warehouseman.....	1,440	Toronto
I. Acker.....	“ “ “.....	1,300	“
E. Braden.....	“ “ “.....	1,300	“
D. Munro.....	“ “ “.....	1,300	“
J. M. Dwan.....	“ “ “.....	1,300	“
O. Curtis.....	“ “ “.....	1,300	“
H. Robson.....	“ “ “.....	1,300	“
N. A. McLeod.....	Store No. 51—Clerk.....	1,300	Guelph
J. O'Brien.....	“ 3—Assistant Vendor.....	1,800	Toronto
J. S. Whyte.....	“ 5—Clerk.....	1,300	“
W. J. Shibley.....	“ 6—Clerk.....	1,300	“
R. H. Platt.....	“ 7—Warehouseman.....	1,300	“
E. Stivers.....	“ 13—Warehouseman.....	1,300	“
Jos. Wasserman.....	“ 15—Counterman.....	1,380	“
Wilfred Holley.....	“ 24—Counter and Warehouseman.....	1,200	Port Colborne
D. E. Kelly.....	“ 28—Counter and Warehouseman.....	1,200	Dunnville
H. Charron.....	Warehouse—Warehouseman.....	1,300	Ottawa
F. Schilling.....	“ Warehouseman.....	1,300	“
E. Jodouin.....	“ Warehouseman.....	1,300	“
A. Perrier.....	“ Watchman.....	1,300	“
W. J. St. Aubin.....	Store No. 38—Vendor.....	2,100	“
H. R. Brickner.....	“ 43—Cashier.....	1,300	Kitchener
R. Winegarden.....	“ 44—Counter and Warehouseman.....	1,300	Brantford
J. Buchanan.....	“ 47—Vendor.....	2,000	St. Catharines
J. Baker.....	“ 47—Counter and Warehouseman.....	1,300	“
G. Begy.....	“ 47—Assistant Vendor.....	1,680	“
G. L. Gauthier.....	“ 50—Vendor.....	2,400	Sudbury
R. Regan.....	“ 50—Clerk.....	1,440	“
J. H. Hillman.....	“ 50—Clerk.....	1,440	“
J. S. Maxwell.....	“ 50—Watchman.....	1,300	“
W. H. Marleau.....	“ 54—Clerk.....	1,300	North Bay
J. D. McVean.....	“ 55—Counter and Warehouseman.....	1,200	Pembroke
J. P. Craig.....	“ 66—Vendor.....	1,800	Cochrane
G. A. Levesque.....	“ 66—Clerk-Cashier.....	1,300	“
L. Boivin.....	“ 66—Counter and Warehouseman.....	1,300	“
J. A. Fortin.....	“ 76—Counter and Warehouseman.....	1,200	Cobalt
D. A. Hubbell.....	“ 90—Counter and Warehouseman.....	1,300	Oshawa
E. R. Gamble.....	“ 90—Counter and Warehouseman.....	1,300	“
J. W. Sabourin.....	“ 91—Utilityman.....	1,300	Kirkland Lake
A. R. Regan.....	“ 103—Vendor.....	1,620	Espanola
P. St. Cartier.....	“ 103—Assistant Vendor.....	1,440	“
J. A. Savard.....	“ 108—Vendor.....	1,620	Blind River
H. M. Wilhelm.....	“ 115—Cashier and Clerk.....	1,440	Waterloo
A. Brickner.....	“ 116—Cashier and Clerk.....	1,200	Elmira
Reid Walker.....	“ 119—Vendor.....	1,440	Merrickville

Name	Classification	Salary per annum	Locality
W. McLeod	Store No. 4—Counter and Warehouseman	\$1,300	Toronto
E. Laurie	" 6—Counter and Warehouseman	1,440	"
C. Parisien	" 11—Counter and Warehouseman	1,300	"
W. S. Shibley	" 14—Counter and Warehouseman	1,300	"
D. Symon	" 29—Counter and Warehouseman	1,200	Wiarton
O. Renaud	" 33—Counter and Warehouseman	1,300	Windsor
G. Saunders	" 36—Vendor	2,500	Ottawa
F. Laurin	Warehouse—Driver	1,300	"
J. E. Belanger	Store No. 54—Vendor	2,000	North Bay
M. H. Meehan	" 54—Clerk	1,300	"
C. Brown	" 62 Vendor	2,000	St. Thomas
C. F. Way	" 62—Counter and Warehouseman	1,380	"
W. Farmer	" 67—Vendor	1,800	Haileybury
C. Marchildon	" 67—Counter and Warehouseman	1,440	"
R. W. Roelofson	" 96—Vendor	1,800	Galt
A. C. Stevenson	" 128—Vendor	1,680	South Porcupine
A. C. Ewing	" 128—Counter and Warehouseman	1,380	"

2.—

Name	Classification	Salary per annum	Locality
Miss M. Anderson	Head Office—Stenographer	\$1,470	Toronto
Miss M. Hambly	" —Clerk	900	"
Miss H. Harris	" —Clerk	900	"
Miss M. Bain	" —Clerk	780	"
Miss D. Carter	" —Clerk	780	"
Miss K. Corbett	" —Clerk	840	"
J. W. Corbett	" —Clerk	1,560	"
Miss V. E. Balderson	" —Stenographer	1,200	"
Miss C. J. Gorrie	" —Clerk	990	"
Miss M. H. McCaul	" —Clerk	960	"
Miss I. V. Tarberton	" —Clerk	1,020	"
Miss E. Wheatley	" —Clerk	960	"
Miss L. Hughes	" —Clerk	780	"
Miss V. Norris	" —Clerk	840	"
Miss M. Brown	" —Clerk	840	"
Miss E. Mole	" —Clerk	840	"
Miss M. Mortimer	" —Stenographer	1,260	"
Miss M. Jupp	" —Dalton Machine Operator	1,040	"
Miss W. M. Bell	" —Clerk	900	"
R. J. Macdonald	Store Inspector	2,600	St. Catharines
G. Birkett	" "	2,600	Ottawa
F. D. M. Hammond	" "	2,600	Sudbury
J. M. Hamilton	" "	2,600	North Bay
R. Bradshaw	Brewery Inspector	1,620	Sault Ste. Marie
A. H. Burrows	" "	1,620	Timmins
L. Wilhelm	" "	1,440	Kitchener
W. Hutchison	Head Office—Cleaner	1,260	Toronto
T. Parrott	" —Cleaner	1,260	"
R. W. McDonald	Store No. 3—Assistant Vendor	1,920	"
Geo. Sweet	" 3—Counter and Warehouseman	1,500	"
Jos. Lawson	" 6—Vendor	2,500	"
W. C. Kane	" 11—Assistant Vendor	1,800	"
L. King	" 15—Counterman	1,620	"
G. Calhoun	" 16—Counterman	1,500	"
Wm. Steed	" 24—Vendor	1,620	Port Colborne
W. H. Penny	" 28—Vendor	1,800	Dunnville
K. H. Marshall	" 32—Cashier	1,560	Windsor
P. Morand	" 33—Assistant Vendor	1,800	"
D. McLeod	Warehouse—Warehouseman	1,400	Ottawa
G. McGill	" —Warehouseman	1,450	"
R. Band	" —Warehouseman	1,400	"
F. Lauder	" —Warehouseman	1,400	"
D. Boudreault	Store No. 38—Vendor	2,500	Ottawa
H. H. Berry	" 44—Counterman	1,400	Brantford
E. A. Hobson	" 43—Assistant Vendor	1,800	Kitchener

Name	Classification	Salary per annum	Locality
Harry Locke.....	Store No. 47—Vendor.....	\$2,000	St. Catharines
F. Martin.....	“ 47—Warehouseman.....	1,300	“
M. Cahill.....	“ 47—Clerk.....	1,300	“
P. A. Coates.....	“ 50—Clerk.....	1,860	Sudbury
R. Tomlinson.....	“ 50—Counter and Warehouseman	1,620	“
J. P. O'Byrne.....	“ 50—Counter and Warehouseman	1,500	“
R. E. O'Connor.....	“ 51—Cashier.....	1,500	Guelph
Miss C. Blashill.....	“ 53—Clerk-Stenographer.....	1,020	Port Arthur
R. I. Fournier.....	“ 54—Warehouseman.....	1,400	North Bay
Jos. Baker.....	“ 61—Clerk.....	1,020	Chatham
D. W. Cameron.....	“ 66—Vendor.....	2,400	Cochrane
T. A. Goodwin.....	“ 66—Assistant Vendor.....	1,800	“
H. C. Fletcher.....	“ 66—Counterman.....	1,500	“
W. Sophia.....	“ 76—Counterman.....	1,800	Cobalt
E. White.....	“ 76—Counter and Warehouseman	1,200	“
S. W. Brown.....	“ 91—Warehouseman.....	1,440	Kirkland Lake
P. Furlong.....	“ 94—Counter and Warehouseman	1,440	Eganville
W. H. Akey.....	“ 103—Vendor.....	2,000	Espanola
J. H. Clavette.....	“ 103—Clerk.....	1,620	“
L. Burke.....	“ 108—Vendor.....	2,000	Blind River
E. J. Yelle.....	“ 112—Vendor.....	2,200	Kapuskasung
Miss E. S. Cascaden...	“ 112—Clerk-Cashier.....	1,200	“
H. Kreutzweiser.....	“ 115—Cashier and Counterman...	1,440	Waterloo
H. L. Gibson.....	“ 116—Counter and Warehouseman	1,200	Elmira
A. M. Watchorn.....	“ 119—Vendor.....	1,500	Merrickville
H. S. Morris.....	“ 119—Counter and Warehouseman	1,300	“
G. Grasser.....	“ 122—Vendor.....	2,000	Hearst
R. L. Bell.....	“ 4—Counterman.....	1,300	Toronto
W. J. Shibley.....	“ 6—Clerk.....	1,300	“
Jas. Symon.....	“ 29—Vendor.....	1,500	Warton
Thos. Morgan.....	“ 32—Assistant Vendor and Clerk.	1,800	Windsor
K. Bangs.....	“ 36—Vendor.....	2,500	Ottawa
L. Chapelle.....	“ 54—Vendor.....	2,000	North Bay
H. L. Gibson.....	“ 54—Cashier.....	1,600	“
C. Marshall.....	“ 54—Clerk.....	1,560	“
E. P. Cash.....	“ 62—Vendor.....	2,400	St. Thomas
W. V. McNea.....	“ 62—Clerk.....	1,500	“
F. L. Fleming.....	“ 67—Vendor.....	2,000	Haileybury
E. H. Fortin.....	“ 67—Counter and Warehouseman	1,620	“
L. A. Charlebois.....	“ 75—Vendor.....	1,620	Iroquois Falls
Wm. Freeman.....	“ 93—Watchman.....	1,200	Fort Erie
F. Blair.....	“ 95—Vendor.....	2,000	Galt

Mr. Craig asked the following Question (No. 178):—

1. In connection with the special courses in Agriculture given by the Department of Education at the Kemptville Agricultural College, in 1935: (a) How many lectures were given on what subjects, and by whom; (b) How many demonstrations were given on what subjects, and by whom.

The Honourable the Minister of Agriculture replied as follows:—

The number of lectures, the names of the subjects and the names of the instructors at the Kemptville Agricultural summer school in 1935 are given below. Demonstrations are not given as separate units in an Agricultural course, but comprise part of the laboratory and field work. In the number of laboratory hours given below are also included the number of hours spent in marking examination papers:

Instructor	Subject	Lectures	Laboratory Hours
G. W. Hofferd, Principal... The time spent in organization, making out time-tables and supervision is not recorded.	Methods in Teaching.....	7	
	Bacteriology.....	4	3
	Botany.....	9	
A. J. Madill.....	Botany.....	38	17
	Assisting in other subjects on field trips, etc.....		40
J. C. Shearer.....	Animal Husbandry.....	15	11
	Field Husbandry.....	13	14
	Entomology.....	6	6
	Marking examination papers.		19
A. M. Barr.....	Animal Husbandry.....	26	3
	School Fairs.....	3	
	Soils.....	9	
	Field Husbandry.....	11	3
	Marking examination papers.		15
A. J. Logsdail.....	Entomology and Fruit Growing to Part II, Entomology, Gardening and Floriculture to Part I.....	45	49
J. F. Fraser.....	Poultry.....	39	18
	Bacteriology.....	1	
	Marking examination papers.		11
C. A. Warren.....	Weather.....	12	6
	Gardening.....		15
	Physics.....	14	14
	Marking examination papers.		16
W. B. George.....	Soils.....	18	12
	Apiculture.....	11	
	Chemistry.....	12	20
	Marking examination papers.		22
D. J. Lalonde.....	Dairying.....	24	24
	Assisting in laboratory and field work, botany and gardening.....		36
	Pomology and Entomology..		13
	Special Lectures for English-French teachers.....	4	7
	Marking examination papers.		15

Mr. Kidd asked the following Question (No. 179):—

1. What has been the total expenditure made in connection with the Eastern Ontario Dairy School at Kingston, since the year 1919, in: (a) Land; (b) Buildings; (c) Equipment.

The Honourable the Minister of Agriculture replied as follows:—

1.—

(a) Land	Capital.....	Nil
	Ordinary.....	Nil
		Nil
(b) Buildings.....	Capital.....	\$88,014.54
	Ordinary.....	4,715.94
		\$92,730.48
(c) Equipment.....	Capital.....	\$31,126.26
	Ordinary.....	57.28
		\$31,183.54
		\$31,183.54

The House resolved itself into a Committee to consider Bill (No. 131), An Act to amend The Department of Municipal Affairs Act, 1935, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 101), An Act to amend The Temiskaming and Northern Ontario Railway Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 122), An Act to amend The Minimum Wage Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 127), The Assessment Amendment Act, 1936, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 128), An Act to amend The Ontario Housing Act, 1919, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, that the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 129), An Act to amend The Municipal Housing Act, 1920, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 134), An Act to amend The Unemployment Relief Act, 1935, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 98), An Act to Validate certain Contracts entered into by the Hydro-Electric Power Commission of Ontario and certain Companies. and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The Order of the Day for Resuming the Adjourned Debate on the second reading of Bill (No. 138), An Act to amend The Assessment Act, having been read,

The Debate continued,

And the House having continued to sit until twelve of the Clock midnight,

Wednesday, April 8th, 1936.

The Debate continued, and after some time, on the motion of Mr. Duckworth, it was

Ordered That the Debate be adjourned.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Annual Report of The Milk Control Board of Ontario for the year ending December 31st, 1935. (*Sessional Papers No. 71.*)

Also, Report of the Department of Public Welfare, Ontario, for fiscal period, November 1st, 1934, to March 31st, 1935. (*Sessional Papers No. 19.*)

Also, Annual Report upon the Hospitals and Sanitoria of the Province of Ontario for year ending September 30th, 1935. (*Sessional Papers No. 16.*)

The House then adjourned at 1.10 a.m.

WEDNESDAY, APRIL 8TH, 1936.

PRAYERS.

11 O'CLOCK A.M.

Mr. Nixon (Temiskaming) presented the second and final report of the Standing Committee on Agriculture and Colonization, which was read as follows and adopted:—

The organization meeting was held on March 13, 1936, at which the following Subcommittees and their Chairmen were appointed:—

Fruit and Vegetables (Mr. Bragg); Dairying (Mr. Dewan); Livestock and Crops (Mr. Gardhouse); and Colonization (Mr. Freeborn).

Hon. Mr. Marshall, Minister of Agriculture, reviewed the surplus cream and the butter situation and pointed to the increased sweet cream market available in United States cities. The Minister also told of the possibility of lowered freight rates on car load lots of cattle from Western Canada, with stop-over privileges for feeding in Northern Ontario as a means to relieving the surplus feed problem there.

At the Second Meeting, held March 17, under the auspices of the Fruit and Vegetables Subcommittee with Mr. Bragg presiding, Mr. Paul Fisher, of Burlington, addressed the members. He discussed the problems affecting the industry and reviewed his report to the Department on the advisability of establishing a terminal warehouse in Toronto.

On March 25, the Committee and others proceeded to Ontario Agricultural College, Guelph, as guests of Hon. Mr. Marshall, where members were privileged to view some of the valuable live stock. Mr. Marshall, Dr. Christie and others discussed the various types of animals displayed for the benefit of the guests.

The Third Meeting, held on April 3, heard a timely address by Mr. Peter Stewart, of the Canada Malting Company on the subject of barley and malt. The speaker urged farmers to take advantage of the ready market for good quality barley and encouraged growers to organize in local barley-growing groups for the purpose of producing a better class of grain.

The Committee discussed proposed extensions to The Dog Tax and Sheep Protection Act, it being the consensus of opinion that the Act should include cattle as well as sheep but that provisions should not include fowl and other animals.

The Fourth Meeting convened on April 7, under the chairmanship of Mr. Dewan, when Dairying problems were discussed. Mr. George H. Barr, Director of Dairying for Ontario, reviewed the industry, with special reference to cream and butter grading. Mr. Barr compared the favourable results obtained through cheese grading and emphasized the need for similar action in relation to the grading of butter. The speaker told of the good grading obtained by other provinces and spoke of opportunities for increased home consumption and greater export trade for Ontario, which he felt must result from improved grading facilities.

The Committee resolved that it was desirable to have the same Chairman appointed in the Agricultural Committee next session. It was felt a continuity of thought on the various problems would thus result. Mr. Freeborn, Chairman of the Subcommittee on Colonization, recommended that a study of the question be made during recess and a report submitted next year.

Mr. Miller presented the report of the Standing Committee on Fish and Game, which was read as follows and adopted:—

Regarding Bill (No. 91), An Act to amend The Game and Fisheries Act, your Committee begs leave to report that this Bill has been withdrawn by the sponsor thereof and that the same therefore be not reported.

Your Committee begs leave to present to the House the Minutes of their meetings during the current Session and recommends that they be printed as an Appendix to the Journals of the House.

The following Bills were read the third time and were passed:—

Bill (No. 102), An Act to repeal The Optometry Act.

Bill (No. 106), An Act to amend The Justices of the Peace Act.

Bill (No. 116), An Act to amend The Companies Act.

Bill (No. 117), An Act to amend The Insurance Act.

Bill (No. 108), An Act to confirm Tax Sales.

Bill (No. 124), An Act to amend The Insurance Act.

Bill (No. 109), An Act to amend The Factory, Shop and Office Building Act.

Bill (No. 118), An Act to amend The Highway Traffic Act.

Bill (No. 111), An Act to amend The Dog Tax and Sheep Protection Act.

Bill (No. 114), An Act to amend The Branding of Live Stock Act.

Bill (No. 125), An Act to amend The Old Age Pensions Act.

Bill (No. 126), An Act to amend The Children's Protection Act.

Bill (No. 131), An Act to amend The Department of Municipal Affairs Act, 1935.

Bill (No. 101), An Act to amend The Temiskaming and Northern Ontario Railway Act.

Bill (No. 122), An Act to amend The Minimum Wage Act.

Bill (No. 128), An Act to amend The Ontario Housing Act, 1919.

Bill (No. 129), An Act to amend The Municipal Housing Act, 1920.

Bill (No. 134), An Act to amend The Unemployment Relief Act, 1935.

Bill (No. 98), An Act to Validate certain Contracts entered into by the Hydro-Electric Power Commission of Ontario and certain Companies.

Mr. Hill asked the following Question (No. 9):—

1. What contracts or extension of contracts for bridges, grading or construction of roads have been let by the Department of Northern Development since July 11, 1934, without advertisement for tenders.

The Honourable the Minister of Lands and Forests replied as follows:—

1. The following extensions to contracts for bridges, grading or construction or roads have been given since July 11, 1934:—

- (1) Campbell Construction Company, Limited—Contract No. 42, Nipissing.
- (2) Gleeson-Martin Company—Contract No. 43, Nipissing.
- (3) Ruby Construction Company, Limited—Contract No. 5, Port Arthur.
- (4) Angus & Taylor, Limited—Contract No. 7, Port Arthur.
- (5) McNamara Construction Company, Limited—Contract No. 17, Kenora.
- (6) McNamara Construction Company, Limited—Contract No. 18, Kenora.

- (7) Assiniboia Engineering & Construction Company, Limited—Contract No. 22, Kenora.
 (8) Dufferin Paving Company, Limited—Contract No. 21, Kenora.
 (9) McNamara Construction Company, Limited—Contract S.W. 1, Port Arthur.
 (10) McNamara Construction Company, Limited—Contract S.W. 2, Port Arthur.
 (11) Dufferin Paving Company, Limited—Contract D.V. 1, Kenora.
 (12) Dufferin Paving Company, Limited—Contract D.V. 2, Kenora.
 (13) Assiniboia Engineering & Construction Company, Limited—Contract S.L.D. 1, Kenora.
 (14) Raynor Construction, Limited—Contract No. 9, Port Arthur.

Extension on nine (9) of these contracts were approved by the Federal Government prior to October, 1935.

Mr. Henry asked the following Question (No. 73):—

1. How much has been collected in Stock Transfer Tax since July, 1934, from Ontario Incorporated Companies maintaining Stock Transfer Agencies outside Ontario. 2. What are the names of these companies, and what was the amount collected in each case on stock transferred through these outside transfer agencies. 3. Were Government audits made to ascertain the amount of tax due.

The Honourable the Prime Minister and Provincial Treasurer replied as follows:—

1 and 2. It is not possible to give this information as the Stock Transfer stamps affixed to cancelled certificates might be purchased from various distributors. 3. Yes.

Mr. Hill asked the following Question (No. 122):—

How much has been paid by the Government from September 1, 1934, to date, for motor car rental, either directly or under a mileage allowance system in the Department of: (a) Northern Development; (b) Lands and Forests.

The Honourable the Minister of Lands and Forests replied as follows:

(a) Northern Development:

Period	Northern Development	Trans- Canada	Unemployment Relief	Coloniza- tion Roads
September 1, 1934, to October 31, 1934.....	\$18,955.13	\$4,836.48	\$6,602.52	\$10,091.92
November 1, 1934, to March 31, 1935.....	13,445.47	9,914.27	7,773.85	15,822.66
April 1, to date.....	55,973.76	19,420.88	11,254.38	17,626.32
	<u>\$88,374.36</u>	<u>\$34,171.63</u>	<u>\$25,630.75</u>	<u>\$43,540.90</u>

(b) Lands and Forests, \$20,521.42.

Mr. Craig asked the following Question (No. 127):—

1. What is the total cost to date of the section of the Burleigh Falls–Bancroft highway from Apsley northeast. 2. Was any section or sections of this highway abandoned by the Department after construction had been undertaken. 3. If so, why, and upon whose advice. 4. How much had been spent on the section or sections so abandoned. 5. What has been the total costs to date of any new section or re-routed highway constructed. 6. How many settlers were employed on this work, and what was the total number of persons employed in this work.

The Honourable the Minister of Lands and Forests replied as follows:—

1. \$168,753.00. 2. No. 3. Answered by No. 2. 4. Answered by No. 2. 5. Answered by No. 2. 6. Average number of settlers employed per month—37; Average number of persons employed per month—213.

Mr. Baird asked the following Question (No. 183):—

1. How many owners of properties abutting on Lake Simcoe, between Keswick and Jackson's Point, paid a rental or annual fee for wharves or boat houses in 1934 and 1935, giving the names and amounts in each case.

The Honourable the Minister of Lands and Forests replied as follows:—

1.—

Name	Amount
J. J. Seitz.....	\$10.00
R. D. Bosworth.....	20.00
R. A. Laidlaw.....	75.00
A. A. S. Wilkins.....	20.00
A. R. Phelan.....	10.00
A. L. Lumbers.....	10.00
E. A. Howard.....	12.00
M. Wilson.....	10.00
W. B. McEwan.....	10.00
M. M. Wilder.....	10.00
A. C. Matthews.....	50.00
I. B. McKinnon.....	25.00
O. M. King.....	10.00
M. O. Boyd.....	20.00
J. H. Fenson.....	50.00
D. M. Sorensom.....	14.00
T. E. Knowlton.....	18.00
D. Dunkelman.....	10.00
T. C. Watson.....	20.00
A. N. Day.....	20.00
H. Hulse.....	10.00
G. C. and F. J. Ward...	10.00
J. A. Irwin.....	10.00
F. L. Coulson.....	20.00

Name	Amount
J. A. Tanner.....	\$10.00
K. N. Robertson.....	10.00
E. N. Tutt.....	5.00
G. C. Lumbers.....	10.00
H. E. Guilfoyle.....	60.00
H. C. Thayer.....	10.00
M. L. Gibson.....	14.00
S. E. McLachlan.....	10.00
C. H. Smith.....	10.00
S. B. Reynolds.....	10.00
O. H. Sheppard.....	34.00
H. Horn.....	25.00
A. R. Morton.....	10.00
J. D. McNab.....	10.00
L. M. McIntyre.....	10.00
W. A. Tipping.....	10.00
M. W. Emes.....	12.00
T. E. Pugsley.....	10.00
F. G. Osler.....	50.00
H. Papernick.....	10.00
G. S. Ellis.....	20.00
S. E. Dack.....	10.00
G. E. Willoughby.....	42.40

The Order of the Day for the third reading of Bill (No. 127), The Assessment Amendment Act, 1936, having been read.

Ordered, That the Order be discharged, and that the Bill be forthwith again referred to a Committee of the Whole, with instructions to amend the same by adding thereto such provisions of Bill (No. 141), "An Act to amend The Assessment Act" as are approved by the Committee of the Whole.

The Order of the Day for resuming the Adjourned Debate on the Amendment to the Resolution,—

That this House appreciates very much the assistance that has been given the Cheese Industry of the Province of Ontario, during the past year, by the Dominion Government, to the farmers, in the amount of \$779,119, based on a bonus of 1½c per pound.

That in the opinion of this House, the Parliament of Canada should at the present session enact legislation which will provide further aid, that the bonus may be continued.

And that a copy of this Resolution be immediately presented to the Federal Government.

having been read.

The Debate was resumed, and after some time, the Amendment to the Resolution,—

That all the words after "House," in the said resolution be struck out and the following substituted:—

Recognizes that the granting of bonuses of large sums of money from the Federal Treasury to any line of Agricultural Industry is a matter for the House of Commons to decide. That in the opinion of this House, no Provincial Legislature should make a demand upon the Parliament of Canada for the voting of any such bonuses.

having been put was carried on the following Division:—

YEAS

Allen	Faulkner	McQuesten
Anderson	Freeborn	McVicar
Avery	Fulford	Newman
Baker	Gardhouse	Nixon
Ballantyne	Glass	(Brant)
Belanger	Gordon	Nixon
Bethune	Guthrie	(Temiskaming)
Blakelock	Habel	Oliver
Bradley	Heenan	Patterson
Campbell	Hepburn	Roberts
Carr	Kelly	Robertson
Clark	King	Rowlandson
Cox	Kirby	Sangster
Crawford	Leduc	Schwenger
Croll	Marceau	Simpson
Des Rosiers	Marshall	Smith
Dewan	Murray	Strachan
Dickson	MacBride	Trottier—54.
Duncan	Macfie	

NAYS

Acres	Challies	Heighington
Baird	Craig	Henry
Black	Croome	Hill
Bowerman	Duckworth	Kidd
Brownridge	Elgie	Lancaster
		Macaulay—16.

The Resolution as amended was then put and carried on the same Division.

On motion of Mr. Hepburn, seconded by Mr. Nixon (Brant),

Ordered, That this House do forthwith resolve itself into a Committee to consider a certain proposed Resolution respecting the raising by way of a loan a sum of money not exceeding the sum of Thirty Million Dollars (\$30,000,000) for the Public Service.

Mr. Hepburn acquainted the House that His Honour the Lieutenant-Governor, having been informed of the subject matter of the proposed Resolution, recommends it to the consideration of the House.

The House then resolved itself into the Committee.

(In the Committee)

Resolved, 1. That the Lieutenant-Governor in Council be authorized to raise from time to time by way of loan such sum or sums of money as may be deemed expedient for any or all of the following purposes,—that is to say: For the public service, for works carried on by commissioners on behalf of Ontario, for the covering of any debt of Ontario on open account, for paying any floating indebtedness of Ontario, and for the carrying on of the public works authorized by the Legislature; provided that the principal amount of any securities issued and the amount of any temporary loans raised under the authority of this Act, including any securities issued for the retirement of the said securities or temporary loans, at any time outstanding, shall not exceed in the whole thirty million dollars (\$30,000,000).

2. That the aforesaid sum of money may be borrowed for any term or terms not exceeding forty years, at such rate as may be fixed by the Lieutenant-Governor in Council and shall be raised upon the credit of the Consolidated Revenue Fund of Ontario, and shall be chargeable thereupon.

3. That the Lieutenant-Governor in Council may provide for a special sinking fund with respect to the issue herein authorized, and such sinking fund may be at a greater rate than the one-half of one per centum per annum specified in subsection 2 of section 3 of The Provincial Loans Act.

Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had come to a certain Resolution.

Ordered, That the Report be now received.

Resolved, 1. That the Lieutenant-Governor in Council be authorized to raise from time to time by way of loan such sum or sums of money as may be deemed expedient for any or all of the following purposes,—that is to say: For the public service, for works carried on by commissioners on behalf of Ontario, for the covering of any debt of Ontario on open account, for paying any floating indebtedness of Ontario, and for the carrying on of the public works authorized by the Legislature; provided that the principal amount of any securities issued and the amount of any temporary loans raised under the authority of this Act, including any securities issued for the retirement of the said securities or temporary loans, at any time outstanding, shall not exceed in the whole thirty million dollars (\$30,000,000).

2. That the aforesaid sum of money may be borrowed for any term or terms not exceeding forty years, at such rate as may be fixed by the Lieutenant-Governor in Council and shall be raised upon the credit of the Consolidated Revenue Fund of Ontario, and shall be chargeable thereupon.

3. That the Lieutenant-Governor in Council may provide for a special sinking fund with respect to the issue herein authorized, and such sinking fund may be at a greater rate than the one-half of one per centum per annum specified in subsection 2 of section 3 of The Provincial Loans Act.

The Resolution having been read the second time, was agreed to, and referred to the House on Bill (No. 133).

The House resolved itself into a Committee to consider Bill (No. 85), An Act to amend The Public Utilities Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, that the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 56), An Act to amend The Voters Lists Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 92), An Act to amend The Ditches and Watercourses Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 136), An Act to incorporate The Jack Miner Migratory Bird Foundation, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 140), An Act to amend The Municipal Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill without any amendment, and that its provisions had been added to Bill (No. 130), "The Municipal Amendment Act of 1936."

The House resolved itself into a Committee to consider Bill (No. 141), An Act to amend The Assessment Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Strachan reported, That the Committee had directed him to report the Bill with certain amendments, and that its provisions had been added to Bill (No. 127), "The Assessment Amendment Act, 1936."

The House resolved itself into a Committee, severally to consider the following Bills:—

Bill (No. 22), An Act respecting the County of Kent.

Bill (No. 29), An Act respecting the Sisters of Charity at Ottawa.

Bill (No. 31), An Act respecting the Town of Cobourg.

Bill (No. 20), An Act respecting the City of Windsor.

Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the several Bills without amendments.

Ordered, That the Bills reported, be severally read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 143), The Statute Law Amendment Act, 1936, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 74), An Act to repeal The Supplementary Revenue Act of 1932, and, after some time

spent therein, Mr. Speaker resumed the Chair; and Mr. Gordon reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 142), An Act respecting the Practice of Optometry, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Gordon reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 90), An Act to Regulate the Forest Resources of the Province of Ontario, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 135), An Act to amend The City of Windsor Amalgamation Act, 1935, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported. That the Committee had directed him to report the Bill without any amendment,

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 133), An Act for raising money on the credit of the Consolidated Revenue Fund, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 130), The Municipal Amendment Act, 1936, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-morrow.

The House resolved itself into a Committee to consider Bill (No. 137), An Act to amend The Game and Fisheries Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-morrow.

The House again resolved itself into a Committee to consider Bill (No. 127), The Assessment Amendment Act, 1936, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report that the provisions of Bill (No. 141), An Act to amend The Assessment Act, had been added to the above-mentioned Bill (No. 127), "The Assessment Amendment Act, 1936."

The Order of the Day for resuming the Adjourned Debate on the Motion for the Second Reading Bill (No. 138), An Act to amend The Assessment Act, having been read,

The Debate continued,

And the House having continued to sit until twelve of the Clock midnight,

Thursday, April 9th, 1936.

The Debate continued and after some time,

Mr. Heighington moved, seconded by Mr. Nesbitt,

That this Bill be not now read a second time on the ground that it involves a new policy in the field of education and a distribution of taxes for which the Government has no mandate from the electors of the Province; and that the second reading should therefore stand until the Government has appealed to the electors and obtained endorsement of the Bill.

And a Debate arising, after some time,

The Amendment having been put was lost on the following Division:

YEAS

Acres	Duckworth	Kidd
Baird	Elgie	Lancaster
Black	Ellis	Macaulay
Challies	Heighington	Murphy
Craig	Henry	Nesbitt
Croome	Hill	Price—18.

NAYS

Allen	Dickson	Macfie
Anderson	Duncan	McQuesten
Armstrong	Faulkner	McQuibban
Asmussen	Freeborn	McVicar
Avery	Fulford	Newman
Baker	Glass	Nixon
Ballantyne	Gordon	(Brant)
Belanger	Guthrie	Nixon
Bethune	Habel	(Temiskaming)
Blakelock	Heenan	Oliver
Bowerman	Hepburn	Patterson
Bradley	Houck	Roberts
Bragg	Hunter	Robertson
Brownridge	Kelly	Roebuck
Campbell	King	Rowlandson
Carr	Kirby	Sangster
Clark	Lapierre	Schwenger
Colter	Leduc	Simpson
Cox	Marceau	Sinclair
Crawford	Marshall	(Bruce)
Croll	Miller	Smith
Des Rosiers	Murray	Strachan
Dewan	MacBride	Tanner
		Trottier—67.

The Motion for Second Reading then having been put was carried on the following Division:—

YEAS

Allen	Duncan	McQuesten
Anderson	Faulkner	McVicar
Armstrong	Freeborn	Newman
Asmussen	Fulford	Nixon
Avery	Glass	(Brant)
Baker	Gordon	Nixon
Ballantyne	Guthrie	(Temiskaming)
Belanger	Habel	Oliver
Bethune	Heenan	Patterson
Blakelock	Hepburn	Roberts
Bowerman	Houck	Robertson
Bradley	Hunter	Roebuck
Bragg	Kelly	Rowlandson
Brownridge	King	Sangster
Campbell	Kirby	Schwenger
Carr	Lapierre	Simpson
Clark	Leduc	Sinclair
Colter	Marceau	(Bruce)
Cox	Marshall	Smith
Croll	Miller	Strachan
Des Rosiers	Murray	Tanner
Dewan	MacBride	Trottier—65.
Dickson	Macfie	

NAYS

Acres	Duckworth	Lancaster
Baird	Elgie	Macaulay
Black	Ellis	Murphy
Challies	Heighington	McQuibban
Craig	Henry	Nesbitt
Crawford	Hill	Price—20.
Croome	Kidd	

And the Bill was read a second time accordingly,

And referred to the Committee of the Whole House to-day.

On the motion of Mr. Hepburn, seconded by Mr. Nixon (Brant),

Ordered, That Orders numbered 31, 43, 45 and 46 be discharged and Bills numbered 33, 119, 45 and 46 be withdrawn.

On motion of Mr. Price, seconded by Mr. Macaulay,

Ordered, That there be laid before this House a Return showing: The expenditures and revenues on ordinary and capital account for the months July 1, 1934, to February 1, 1935.

Mr. Clark presented the Report of the Standing Committee on Public Accounts, which was read as follows and adopted:—

Your Committee has had produced before it documents and correspondence and heard evidence in connection with the construction of the road from Fort Frances to Kenora and into the purchase of ties by the Temiskaming and Northern Ontario Railway Commission during the years 1919 to 1923, 1923 to 1934, and 1935-1936, and begs to report the evidence taken, transcript of which is hereto attached and exhibits filed.

The charge made by Mr. Price, that a contract for the supplying of ties had been let to Charles V. Gallagher, a former member of the Temiskaming and Northern Ontario Railway Commission, was withdrawn by Mr. Price as it was found to be erroneous.

Your Committee sat on the following dates: March 19th, March 26th, March 27th, March 28th, March 30th, March 31st, April 1st, April 2nd, April 3rd, April 6th, April 7th, and April 8th, 1936.

Your Committee examined the following witnesses: R. A. Campbell, Deputy Minister of Northern Development, Charles H. Meader, Assistant Chief Engineer, Department of Northern Development, Malcolm Lang, Chairman of the Temiskaming and Northern Ontario Railway Commission, Patrick McCool, Chas. V. Gallagher, W. Clement Sharp, George Bertram Alford, Edgar Gagne, John D. Law, William Harvey, Harry Duncan Gillard, Philip H. Critchley, Aarne Wicks, Lester R. Hume.

The House resolved itself into a Committee to consider Bill (No. 139), An Act to amend The Industrial Standards Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-day.

The House resolved itself into a Committee to consider Bill (No. 120), The School Law Amendment Act, 1936, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered, That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-day.

The House resolved itself into a Committee to consider Bill (No. 75), An Act to amend The Liquor Control Act of Ontario, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill without any amendment.

Ordered, That the Bill be read the third time to-day.

On motion of Mr. Hepburn, seconded by Mr. Nixon (Brant),

Ordered, That the full Sessional indemnity be paid to those Members absent on account of illness or other unavoidable cause.

On motion of Mr. Hepburn, seconded by Mr. Nixon (Brant),

Ordered, That as the Members of this House were put to the expense of an extra journey to the seat of Government owing to the cancellation, as a result of the death of His late Majesty, King George the Fifth, of the Session of the House called for Tuesday the 21st day of January, the Clerk of the House and the Legislative Accountant are hereby authorized to pay to each Member double the mileage allowance provided by Section 74 of The Legislative Assembly Act.

On the motion of Mr. Hepburn, seconded by Mr. Nixon (Brant),

Ordered, That when this House adjourns the present Sitting, it do stand adjourned until Two of the Clock this afternoon.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Annual Report of the Department of Mines, Ontario. (*Sessional Papers No. 4.*)

Also, Report of the Workmen's Compensation Board, Ontario. (*Sessional Papers No. 28.*)

Return to an Order of the House dated 2nd March, 1936, that there be laid before the House a Return showing: All correspondence, agreements, documents, relating to the Carpentier-Hixon Lumber Co., Ltd.; Blind River Pine Company, Ltd., in the Department of Lands and Forests or elsewhere. (*Sessional Papers No. 72.*)

The House then adjourned at 4.30 a.m.

TORONTO, THURSDAY, APRIL 9TH, 1936.

PRAYERS.

2 O'CLOCK P.M.

The House resolved itself into a Committee to consider Bill (No. 138), An Act to amend The Assessment Act, and, after some time spent therein, Mr. Speaker resumed the Chair; and Mr. Clark reported, That the Committee had directed him to report the Bill with certain amendments.

Ordered That the Amendments be taken into consideration forthwith.

The Amendments, having been read the second time, were agreed to.

Ordered, That the Bill be read the third time to-day.

The following Bills were read the third time and were passed:—

Bill (No. 85), An Act to amend The Public Utilities Act.

Bill (No. 56), An Act to amend The Voters Lists Act.

Bill (No. 92), An Act to amend The Ditches and Watercourses Act.

Bill (No. 136), An Act to incorporate The Jack Miner Migratory Bird Foundation.

Bill (No. 22), An Act respecting the County of Kent.

Bill (No. 29), An Act respecting the Sisters of Charity at Ottawa.

Bill (No. 31), An Act respecting the Town of Cobourg.

Bill (No. 20), An Act respecting the City of Windsor.

Bill (No. 143), The Statute Law Amendment Act, 1936.

Bill (No. 74), An Act to repeal The Supplementary Revenue Act of 1932.

Bill (No. 142), An Act respecting the Practice of Optometry.

Bill (No. 135), An Act to amend The City of Windsor Amalgamation Act, 1935.

Bill (No. 133), An Act for raising money on the credit of the Consolidated Revenue Fund.

Bill (No. 130), The Municipal Amendment Act, 1936.

Bill (No. 137), An Act to amend The Game and Fisheries Act.

Bill (No. 139), An Act to amend The Industrial Standards Act.

Bill (No. 127), The Assessment Amendment Act, 1936.

Bill (No. 120), The School Law Amendment Act, 1936.

Bill (No. 75), An Act to amend The Liquor Control Act of Ontario.

The Order of the Day for the third reading of Bill (No. 90), An Act to Regulate the Forest Resources of the Province of Ontario, having been read,

Mr. Black moved, seconded by Mr. Challies,

“That this Bill be not now read a third time, but that the same stand for a third reading on a date six months hence.”

And the Amendment to the Motion, having been put, was lost on the following Division:—

YEAS

Acres	Elgie	Kidd
Baird	Ellis	Lancaster
Black	Heighington	Macaulay
Challies	Henry	Nesbitt
Craig	Hill	Price—16.
Duckworth		

NAYS

Allen	Freeborn	Nixon
Anderson	Fulford	(Brant)
Asmussen	Glass	Nixon
Avery	Guthrie	(Temiskaming)
Baker	Habel	Oliver
Ballantyne	Heenan	Patterson
Bethune	Hepburn	Roberts
Bradley	Kelly	Robertson
Bragg	Leduc	Roebuck
Carr	Marceau	Sangster
Clark	Marshall	Simpson
Colter	Murray	Sinclair
Croll	MacBride	(Bruce)
Des Rosiers	Macfie	Smith
Dewan	McQuesten	Tanner
Duncan	McVicar	Trottier—47.
Faulkner	Newman	

The Motion for third reading then being put was carried.

And the Bill was accordingly read a third time and was passed.

The Order of the Day for the third reading of Bill (No. 138), An Act to amend The Assessment Act, having been read,

Mr. Henry moved, seconded by Mr. Price,

“That this Bill be not now read a third time, but that the same stand for a third reading on a date six months hence.”

And the Amendment to the Motion, having been put, was lost on the following Division:—

YEAS

Acres	Elgie	Lancaster
Baird	Ellis	Macaulay
Black	Heighington	Murphy
Challies	Henry	Nesbitt
Craig	Hill	Price—17.
Duckworth	Kidd	

NAYS

Allen	Faulkner	McQuesten
Anderson	Freeborn	McVicar
Armstrong	Fulford	Newman
Asmussen	Glass	Nixon
Avery	Gordon	(Brant)
Baker	Guthrie	Nixon
Ballantyne	Habel	(Temiskaming)
Bethune	Heenan	Oliver
Bowerman	Hepburn	Patterson
Bradley	Houck	Roberts
Bragg	Hunter	Roebuck
Campbell	Kelly	Rowlandson
Carr	King	Sangster
Clark	Kirby	Simpson
Colter	Leduc	Sinclair
Cox	Marceau	(Bruce)
Croll	Marshall	Smith
Des Rosiers	Murray	Strachan
Dewan	MacBride	Tanner
Duncan	Macfie	Trottier—57.

The Motion for third reading then being put was carried on the following Division:—

YEAS

Allen	Bethune	Colter
Anderson	Bowerman	Cox
Armstrong	Bradley	Croll
Asmussen	Bragg	Des Rosiers
Avery	Campbell	Dewan
Baker	Carr	Duncan
Ballantyne	Clark	Faulkner

YEAS—*Continued*

Freeborn	Leduc	Oliver
Fulford	Marceau	Patterson
Glass	Marshall	Roberts
Gordon	Murray	Roebuck
Guthrie	MacBride	Rowlandson
Habel	Macfie	Sangster
Heenan	McQuesten	Simpson
Hepburn	McVicar	Sinclair
Houck	Newman	(Bruce)
Hunter	Nixon	Smith
Kelly	(Brant)	Strachan
King	Nixon	Tanner
Kirby	(Temiskaming)	Trottier—57.

NAYS

Acres	Elgie	Lancaster
Baird	Ellis	Macaulay
Black	Heighington	Murphy
Challies	Henry	Nesbitt
Craig	Hill	Price—17.
Duckworth	Kidd	

And the Bill was accordingly read a third time and was passed.

Mr. Black asked the following Question (No. 105):—

1. What insurance has been contracted for by the Hydro-Electric Power Commission during the calendar year 1935, giving (a) Names of companies carrying this insurance; (b) Names and addresses of agency in each case through which this insurance is placed; (c) The amount of insurance in each case; (d) The annual premium in each case.

The Honourable the Attorney-General replied as follows:—

Fire Insurance

1935	(a)	(b)	(c)	(d)
Jan. 1	London-Canada Insurance Co.		\$80,933.27	\$121.27
	M. H. Dolphin, Toronto			
" 1	Reliance Insurance Company of Canada		1,500.00	4.50
	T. C. O'Gorman, Weston			
" 19	National-Liverpool Insurance Co.		43,333.34	133.92
	G. McMurrich Sons Ltd., Toronto			
" 21	Norwich Union Fire Insurance Society		2,333.34	15.56
	G. A. Foot, Sudbury			
Feb. 8	Canadian Indemnity Co.		2,000.00	26.80
	J. A. Nelles, London			
" 14	London-Canada Insurance Co.		24,653.34	605.10
	W. E. Carnahan, Campbellford			
" 14	Guardian of Canada		666.67	3.66
	E. Floody, Toronto			

Fire Insurance—Continued

1935	(a)	(b)	(c)	(d)
Feb. 14	Dominion of Canada General		\$17,333.34	\$256.08
	E. B. Donnelly, Toronto			
" 19	Liverpool-Manitoba Insurance Co.		157,700.00	117.66
	E. L. McLean Ltd., Toronto			
" 19	London-Canada Insurance Co.		157,700.00	117.66
	E. L. McLean Ltd., Toronto			
" 21	Guardian of Canada		666.67	4.47
	E. Floody, Toronto			
" 28	General of Perth		2,533.34	44.33
	Somers & Co., Toronto			
Mar. 3	Canadian Surety Co.		666.67	6.00
	G. A. Foot, Sudbury			
" 7	General of Perth		150,000.00	84.90
	E. L. McLean Ltd., Toronto			
" 10	Canadian Fire Insurance Co.		1,666.67	3.72
	Mortimer-Bamfield Co., Niagara Falls			
" 12	Reliance Insurance Company of Canada		1,000.00	2.00
	T. C. O'Gorman, Weston			
" 12	Reliance Insurance Company of Canada		100.00	1.75
	T. C. O'Gorman, Weston			
" 30	London & Lancashire Insurance Co.		43,150.00	953.75
	Macintosh & Co., Toronto			
" 30	Dominion of Canada General		21,575.00	476.88
	Macintosh & Co., Toronto			
" 30	General Accident Assurance Company of Canada		21,575.00	476.87
	Macintosh & Co., Toronto			
" 30	Canadian Surety Co.		8,000.00	38.00
	C. E. Thomson & Co., Hamilton			
Apr. 1	Canadian Indemnity Co.		9,666.68	143.10
	H. B. Thompson, Cobourg			
" 1	Canadian Indemnity Co.		600.00	7.35
	H. B. Thompson, Cobourg			
" 5	British Canadian Insurance Co.		4,333.34	58.25
	E. C. Rheame, North Bay			
" 9	Northern Assurance Co.		16,133.34	45.39
	G. H. Palmer, Fenelon Falls			
" 9	Imperial Insurance Office		16,666.67	117.00
	Insurance Service, Belleville			
" 15	National-Liverpool Insurance Co.		19,333.34	293.13
	Insurance Service, Belleville			
" 17	Union of London		100,000.00	325.00
	M. N. Merry, Toronto			
" 17	Quebec Fire Insurance Co.		56,000.00	182.00
	M. Pope, Toronto			
" 21	Canadian Surety Co.		5,000.00	100.00
	G. A. Foot, Sudbury			
" 22	British Northwestern Fire Insurance Co.		5,466.67	24.40
	Armour, Bell, Boswell & Cronyn, Toronto			
May 1	British America Assurance Co.	50%	785,155.56	1,413.28
	W. H. McPhie, Hamilton			
" 1	Alliance of Philadelphia	10%	392,577.78	706.64
	A. E. Spofford, Hamilton			
" 1	Alliance of Philadelphia	10%		
	G. W. Roycroft, Hamilton			
" 1	Alliance of Philadelphia	10%		
	F. Kent Hamilton, Hamilton			
" 1	Alliance of Philadelphia	10%		
	C. E. Thomson, Hamilton			
" 1	Alliance of Philadelphia	10%		
	C. Jennings, Hamilton			
" 1	Wellington Fire Insurance Co.		84,333.81	843.31
	G. R. Browne, Toronto			
" 6	National-Liverpool		4,800.00	36.00
	G. McMurrich Sons Ltd., Toronto			

Fire Insurance—Continued

1935	(a)	(b)	(c)	(d)
May 6	British Northwestern		\$43,000.00	\$306.35
	H. B. Thompson, Cobourg			
" 27	General Accident Assurance Company of Canada		1,000.00	2.80
	C. E. Thomson, Hamilton			
" 28	National-Liverpool Insurance Co.		27,700.00	80.69
	G. McMurrich Sons Ltd., Toronto			
" 28	National-Liverpool Insurance Co.		10,000.00	91.41
	G. McMurrich Sons Ltd., Toronto			
" 31	British America Assurance Co.		2,666.67	22.66
	D. T. Fraser, Trenton			
" 31	Canadian Indemnity Co.		30,000.00	249.10
	W. E. Budge, Toronto			
" 31	Dominion of Canada General		533.34	12.00
	P. Gillespie, Toronto			
June 1	Sun Insurance Office		15,000.00	48.00
	Lyon & Butler, Toronto			
" 5	Prudential of London		7,296.74	61.63
	Stewart, Stewart & Plant, Ottawa			
" 7	Canadian Fire Insurance Co.		333.34	1.11
	Mortimer-Bampfield Co., Niagara Falls			
" 7	Canadian Fire Insurance Co.		1,000.00	3.33
	Mortimer-Bampfield Co., Niagara Falls			
" 9	Aetna Insurance Co.		756,000.00	535.50
	E. L. McLean, Limited, Toronto			
" 12	British Northwestern Fire Insurance Co.		1,000.00	2.33
	H. B. Thompson, Cobourg			
" 14	Dominion of Canada General		8,000.00	180.00
	P. Gillespie, Toronto			
" 26	National-Liverpool Insurance Co.		12,000.00	26.00
	Insurance Service, Belleville			
" 28	Ocean Accident & Guarantee Corporation		633,333.34	527.78
	B. Miller, Aylmer			
" 28	Fidelity-Phenix		50,000.00	58.33
	B. Miller, Aylmer			
July 2	Liverpool & London & Globe		11,366.68	182.61
	J. P. Archer, Campbellford			
" 2	National Union Fire Insurance Co.		3,666.67	73.33
	Drew-Brook & Sams, Toronto			
" 6	British America Assurance Co.		2,000.00	13.33
	Mortimer-Bampfield Co., Niagara Falls			
" 8	General of Perth		30,000.00	20.49
	E. L. McLean, Ltd., Toronto			
" 8	British Traders		200,000.00	151.89
	E. L. McLean, Ltd., Toronto			
" 14	Guardian Insurance Company of Canada		1,666.67	7.50
	E. Floody, Toronto			
" 24	Fireman's Fund Insurance Co.		333.34	3.06
	Stewart, Stewart & Plant, Ottawa			
" 31	Canada Security Assurance Co.		4,333.34	93.16
	E. S. Nicholson, St. Catharines			
Aug. 2	Guardian Insurance Company of Canada		1,666.67	11.17
	E. Floody, Toronto			
" 8	British Northwestern Fire Insurance Co.		100,000.00	1,500.00
	Dale & Co., Toronto			
" 8	North West Fire Insurance Co.		40,000.00	600.00
	E. B. Donnelly, Toronto			
" 8	Reliance of Canada		40,000.00	600.00
	E. B. Donnelly, Toronto			
" 8	Canadian Indemnity		9,000.00	135.00
	E. B. Donnelly, Toronto			
" 8	Canadian Indemnity		11,565.00	173.48
	Dale & Co., Toronto			
" 15	London & Provincial		34,533.35	97.84
	G. Frid, Hamilton			
" 21	British Northwestern Fire Insurance Co.		1,500.00	23.45
	H. B. Thompson, Cobourg			

Fire Insurance—Continued

1935	(a)	(b)	(c)	(d)
Sept. 22	Queen Insurance Co.		\$286.67	\$0.57
	G. E. Thomson, Hamilton			
" 20	Yorkshire Insurance Co.		94,145.00	167.61
	E. M. Morris & Co., Toronto			
" 20	Yorkshire Insurance Company		72,055.00	186.98
	E. M. Morris & Co., Toronto			
" 20	Guardian Insurance Company of Canada		125,955.00	598.88
	D. N. Munroe, Toronto			
" 20	London & Lancashire Insurance Co.		51,800.00	1,062.50
	E. E. Brian, Toronto			
" 20	London Assurance		51,800.00	1,062.50
	W. C. Ruppel, Toronto			
" 20	Acadia Fire Insurance Co.		51,800.00	1,062.50
	J. E. Fowle, Toronto			
" 20	Dominion of Canada General		51,800.00	1,062.42
	P. J. Horrocks, Toronto			
Oct. 14	Wellington Fire Insurance Co.		2,500.00	31.25
	Tuckett-Little Ltd., Toronto			
" 16	British Canadian Insurance Co.		1,500.00	7.00
	E. C. Rheaume, North Bay			
" 24	Alliance of Philadelphia		17,666.67	132.50
	G. A. German, Toronto			
" 26	Alliance of Philadelphia		2,200.00	18.70
	G. A. German, Toronto			
" 30	British Northwestern Fire Insurance Co.		15,000.00	375.00
	Dale & Co., Toronto			
" 31	National-Liverpool Insurance Co.		267,833.33	723.15
	G. McMurrich Sons Ltd., Toronto			
" 31	National-Liverpool Insurance Co.		16,800.00	142.80
	G. McMurrich Sons Ltd., Toronto			
" 31	Dominion of Canada General		98,000.00	234.66
	G. A. German, Toronto			
" 31	General of Perth		100,000.00	67.90
	E. L. McLean, Ltd., Toronto			
" 31	Eagle Star & British Dominions		150,000.00	101.85
	E. L. McLean Ltd., Toronto			
" 31	Liverpool-Manitoba		150,000.00	101.85
	E. L. McLean Ltd., Toronto			
" 31	Patriotic Assurance Company Limited		150,000.00	101.85
	E. L. McLean, Ltd., Toronto			
" 31	British Traders Insurance Co.		150,000.00	101.85
	E. L. McLean Ltd., Toronto			
" 31	London-Canada Insurance Co.		393,867.00	267.43
	E. L. McLean Ltd., Toronto			
" 31	Dominion of Canada General		100,000.00	110.48
	Tuckett-Little Ltd., Toronto			
" 31	Guardian of Canada		287,733.00	318.34
	Tuckett-Little Ltd., Toronto			
" 31	Imperial Insurance Office		500,000.00	553.23
	Tuckett-Little Ltd., Toronto			
" 31	Western Assurance Co.		1,300,000.00	1,438.41
	Tuckett-Little Ltd., Toronto			
" 31	Eagle Star & British Dominions		175,000.00	130.56
	E. L. McLean Ltd., Toronto			
Nov. 6	North British & Mercantile		47,333.34	710.00
	R. C. Young, Niagara Falls			
" 9	Dominion Fire Insurance Co.		14,200.01	137.79
	W. A. Crawford, Toronto			
" 30	Prudential of London		53,000.00	662.50
	Dale & Co. Ltd., Toronto			
Dec. 1	Springfield Fire & Marine		466.67	18.66
	Stewart, Stewart & Plant, Ottawa			
" 5	Springfield Fire & Marine		200.00	.96
	Stewart, Stewart & Plant, Ottawa			

Fire Insurance—Continued

1935	(a)	(b)	(c)	(d)
Dec. 5	Economical Mutual Fire Insurance Co.		\$2,000.00	\$6.50
	Stewart, Stewart & Plant, Ottawa			
" 19	Economical Mutual Fire Insurance Co.		14,000.00	47.37
	Stewart, Stewart & Plant, Ottawa			
" 19	London-Canada Insurance Co.		18,000.08	114.30
	R. C. Young, Niagara Falls			
" 19	London-Canada Insurance Co.		4,000.02	54.49
	R. C. Young, Niagara Falls			
" 24	Guardian Assurance Company of London		13,733.37	55.69
	Mortimer-Bampfield Co., Niagara Falls			
" 31	Western Assurance Co.		535,150.00	2,940.39
	Jones & Proctor Bros. Ltd., Toronto			
" 31	Prudential of London		535,150.00	2,940.39
	Jones & Proctor Bros. Ltd., Toronto			
<i>Miscellaneous</i>				
Jan. 10	Insurance Company of North America		10,000.00	8.00
	C. E. Thomson & Co., Hamilton			
" 15	Wellington Fire Insurance Co.	P.L.	100,000.00	5,084.78
	Tuckett-Little Ltd., Toronto	P.D.	2,000.00	
		and Passenger Hazard		
Feb. 17	Eagle Star & British Dominions		2,000.00	100.00
	Dale & Co. Ltd., Toronto			
Mar. 26	Lloyds of London, England	(Term)	10,000.00	18.25
	Dale & Co. Ltd., Toronto			
May 17	Lloyds of London, England	(Term)	10,000.00	30.25
	Dale & Co. Ltd., Toronto			
Oct. 17	Lloyds of London, England		10,000.00	75.25
	Dale & Co. Ltd., Toronto			
Dec. 12	Lloyds of London, England	(Term)	10,000.00	17.15
	Dale & Co. Ltd., Toronto			
May 11	Aetna Insurance Co.	(Term)	686,126.00	411.67
	E. L. McLean Ltd., Toronto			
June 17	Aetna Insurance Co.	(Term)	20,600.00	99.90
	E. B. Denison, Toronto			
Oct. 3	Prudential of London	(Term)	28,000.00	70.00
	Dale & Co. Ltd., Toronto			
Nov. 1	Prudential of London	(Term)	1,650.00	10.73
	Dale & Co. Ltd., Toronto			

Mr. Baird asked the following Question (No. 138):—

1. (a) How many persons appointed King's Counsel since July 11, 1934, have not to date taken out their patents; (b) What was the name and the date of appointment in each case.

The Honourable the Attorney-General replied as follows:—

1.—

(a) Name	(b) Date of Appointment
Frank Leslie Pearson	December 19th, 1935
John Alexander Wilson	December 19th, 1935

Mr. Ellis asked the following Question (No. 176):—

1. How many employees have been dismissed or requested to resign by the Hydro-Electric Commission since April 15th, 1935. 2. What are their names and addresses.

The Honourable the Attorney-General replied as follows:—

1. 472. 2. See attached list. Note:—Practically all dismissals in the various departments were due to the completion of the job on which the men were employed. It is impossible to show addresses at this time.

HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD FEBRUARY 1 TO FEBRUARY 29, 1936

Field Payroll:

Department	Name	Position
Administration Building..... (Maintenance)	Wilson, Mrs. A.....	Cleaner, discharged Feb. 3, 1936.
Office Weekly.....	MacDonald, Mrs. L. M..	Stenographer, discharged Feb. 8, 1936.

Operating Department—Casual Staff:

Niagara System Station..... (Maintenance)	Riley, Lester.....	Helper, discharged Jan. 31, 1936.
	Kennedy, Andrew.....	Helper, discharged Jan. 31, 1936.
Niagara System, Sw. Operator.	Vanwynsberghe, G.....	Operator, discharged Feb. 5, 1936.
D. P. & T., Hamilton Area...	Bodden, Wm.....	Bricklayer, discharged Jan. 19, 1936.
	Bodden, Roy.....	Bricklayer, discharged Jan. 19, 1936.
Chats Falls Operators.....	Lalonde, Peter.....	Labourer, discharged Feb. 4, 1936.
	Tovey, E. J.....	Labourer, discharged Feb. 27, 1936.
	Craig, Benjamin.....	Labourer, discharged Feb. 27, 1936.
	Munro, C. W.....	Labourer, discharged Feb. 15, 1936.
	Munro, F. F.....	Labourer, discharged Feb. 15, 1936.
	Trudeau, Arthur.....	Labourer, discharged Feb. 15, 1936.
	McMahon, Michael.....	Labourer, discharged Feb. 15, 1936.
	Burgess, James.....	Labourer, discharged Feb. 29, 1936.
	Adam, George.....	Labourer, discharged Feb. 29, 1936.
	Goodman, Wm.....	Labourer, discharged Feb. 29, 1936.
Eastern Ontario..... (Maintenance)	Brown, Mrs. L. W.....	Stenographer, discharged Feb. 6, 1936.
	Magee, W. H.....	Team and Teamster, disc. Feb. 20, 1936.
	Brunton, Walter.....	Team and Teamster, disc. Feb. 15, 1936.
	Levac, Rosario.....	Horse and Driver, disc. Jan. 31, 1936.
	Kier, Gordon.....	Horse and Driver, disc. Jan. 31, 1936.
	Chalmers, Grant.....	Team and Teamster, disc. Jan. 23, 1936.
	Braley, R. E.....	Operator, discharged Feb. 4, 1936.
Madawaska Operators.....	Campbell, Neil.....	Labourer, discharged Feb. 27, 1936.
	Reddy, Gerald.....	Labourer, discharged Feb. 25, 1936.
	Gorra, Thos.....	Truck, discharged Feb. 15, 1936.
	Dillon, Terry.....	Team, discharged Feb. 15, 1936.
	Smith, John.....	Team, discharged Feb. 21, 1936.
	Henderson, Clifford.....	Labourer, discharged Jan. 10, 1936.
	Reddy, John.....	Labourer, discharged Jan. 26, 1936.
Eugenia Operators.....	Badatscher, H.....	Teamster, discharged Feb. 22, 1936.
	Genoe, R.....	Carpenter, discharged Feb. 29, 1936.
	Gregg, Angus.....	Carpenter, discharged Feb. 29, 1936.
	Levi, N.....	Labourer, discharged Feb. 6, 1936.
	McClung, A.....	Teamster, discharged Feb. 10, 1936.
	Summers, Wm.....	Teamster, discharged Feb. 10, 1936.
	Walker, H.....	Teamster, discharged Jan. 21, 1936.
	McComb, L. A.....	Lineman, discharged Jan. 31, 1936.
	Fisk, Norman.....	Labourer, discharged Feb. 27, 1936.

Operating Department—Casual Staff—Continued

Department	Name	Position
Eugenia Operators.....	Fisk, Wm.....	Labourer, discharged Feb. 27, 1936.
	Morton, Thos.....	Labourer, discharged Feb. 27, 1936.
	McNaught, Geo.....	Labourer, discharged Feb. 28, 1936.
	Pratt, Floyd A.....	Labourer, discharged Feb 27, 1936.
Severn Operators.....	St. Amond, Wm.....	Team and Teamster, disc. Feb. 29, 1936.
Wasdells Operator.....	Beatty, L. P.....	Lineman, discharged Feb. 29, 1936.
Muskoka Operators.....	Morrison, John G.....	Teamster, discharged Feb. 11, 1936.
	Morrow, Joseph.....	Teamster, discharged Feb. 28, 1936.
	Morrow, Earl.....	Labourer, discharged Feb. 14, 1936.
	Morrow, Lloyd.....	Labourer, discharged Feb. 14, 1936.
	Morrow, Stanley.....	Labourer, discharged Feb. 6, 1936.
Nipissing Operators.....	Healey, Jas.....	Team and Teamster, disc. Feb. 6, 1936.
	Oldfield, W. G.....	Team and Teamster, disc. Feb. 28, 1936.
	Fraser, Edwin.....	Labourer, discharged Feb. 25, 1936.
	Busch, Fred.....	Labourer, discharged Feb. 25, 1936.
	Busch, John.....	Team and Teamster, disc. Feb. 17, 1936.
Sudbury Operators.....	Gauthier, Rene.....	Patrolman, discharged Jan. 31, 1936.
	Laurin, Bruno.....	Labourer, discharged Feb. 8, 1936.
	Bonhomme, Jos.....	Labourer, discharged Feb. 8, 1936.
Abitibi Operators.....	Duncan, A. W.....	Labourer, discharged Feb. 1, 1936.
	Willoughby, H.....	Labourer, discharged Feb. 1, 1936.
Thunder Bay Operators.....	Michan, F.....	Labourer, discharged Jan. 31, 1936.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD JANUARY 1ST TO JANUARY 31ST, 1936

Field Payroll:

Administration Building.....	McLoughlin, J.....	Cleaner, discharged January 15, 1936.
Office Weekly.....	Pinkney, Miss S. P.....	Stenographer, discharged Jan. 25, 1936.
Toronto Garage.....	Culford, W. C.....	Auto Mechanic, discharged Jan. 4, 1936.
	Lloyd, Kenneth.....	Painter, discharged January 4, 1936.
Toronto Laboratory.....	Bett, Hillyard.....	Chemical Laboratory Assistant, discharged 6, 1936.
DeCew Falls Operators.....	Anderson, Robert.....	Headworks Mtce., disc. Jan. 7, 1936.
Chats Falls Operators.....	Lalonde, Peter.....	Labourer, discharged Jan. 10, 1936.
	Tovey, Edward J.....	Labourer, discharged Jan. 10, 1936.
	Munro, C. W.....	Labourer, discharged Dec. 31, 1935.
Eastern Ontario Maintenance.....	Kier, Daniel.....	Operator, discharged Dec. 30, 1935.
	Smith, David.....	Operator, discharged Dec. 17, 1935.
	McKeown, Miss Betty.....	Stenographer and Clerk, discharged Jan. 22, 1936.
	Kier, Percy.....	Operator, discharged Jan. 15, 1936.
	Sinnett, A. J.....	Operator, discharged Dec. 22, 1935.
	Copping, W. H.....	Team and Teamster, disc. Jan. 23, 1936.
	Donoghue, Austin P.....	Team and Teamster, disc. Jan. 23, 1936.
Bala Operators.....	Peake, Thomas.....	Team and Teamster, disc. Jan. 25, 1936.
	Thain, Wilson.....	Team and Teamster, disc. Jan. 25, 1936.
	Brunton, Walter.....	Team and Teamster, disc. Jan. 27, 1936.
	Clements, Mrs. A.....	Bookkeeper, discharged Jan. 17, 1936.
	Nipissing Operators.....	Busch, Chas.....	Labourer, discharged Jan. 18, 1936, and again on Jan. 10, 1936.
Cox, Leslie.....		Labourer, discharged Jan. 8, 1936, and again on January 27, 1936.
Johnson, G.....		Team and Teamster, disc. Jan. 11, 1936.
Busch, John.....		Labourer, discharged Jan. 29, 1936.

Field Payroll—Continued

Department	Name	Position
Sudbury Operators.....	Gauthier, Rene.....	Patrolman, discharged Dec. 27, 1935.
Abitibi Operators.....	Ritchie, Wm.....	Lineman, discharged Dec. 1, 1935.
	Welsh, A. H.....	Carpenter, discharged Dec. 31, 1935.
	Chivens, G.....	Asst. Salvage Clerk, disc. Dec. 31, 1935.
	Rushton, R.....	Store Assistant, discharged Dec. 31, 1935.
Madawaska Operators.....	Walburn, Mrs. Dora....	Postal Clerk, discharged Dec. 31, 1935.
	Bloskie, Frank.....	Team and Teamster, disc. Jan. 29, 1936.
	Gorman, John.....	Carpenter, discharged Jan. 26, 1936.
	Gorra, Thos.....	Truck, discharged Jan. 24, 1936.
Eugenia Operators.....	Dillon, Terry.....	Team and Teamster, disc. Jan. 25, 1936.
	Genoe, R.....	Carpenter, discharged Jan. 31, 1936.
	Gregg, Angus.....	Foreman Carpenter, disc. Jan. 31, 1936.
Severn Operators.....	McComb, L. A.....	Lineman, discharged Jan. 31, 1936.
	Wellman, Mrs. F.....	Relief Housekeeper, disc. Jan. 10, 1936.
	St. Amond, Wm.....	Team and Teamster, disc. Jan. 31, 1936.
Muskoka Operators.....	Morrow, Joseph.....	Team and Teamster, disc. Jan. 13, 1936.
Thunder Bay Operators.....	Blakely, E.....	Dog Team, discharged Jan. 7, 1936.
	Greenshields, W.....	Labourer, discharged Dec. 31, 1935.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—

PAYROLL PERIOD DECEMBER 1 TO DECEMBER 31, 1935

Field Payroll:

Office Weekly.....	Kemp, Jas. Allen.....	Clerk, discharged Dec. 14, 1935.
Toronto Machine Shop.....	Adams, T. L.....	Machinist Helper, disc. Dec. 7, 1935.
	Anderson, D.....	Press Hand, discharged Dec. 31, 1935.
	Beeston, E.....	Machinist Helper, disc. Dec. 6, 1935.
	Dilcock, A.....	Carpenter, discharged Dec. 31, 1935.
	Hunt, R. E.....	Machinist Helper, disc. Dec. 7, 1935.
	Mitchell, R. N.....	Improver, discharged Dec. 31, 1935.
	Shaver, G.....	Carpenter, discharged Dec. 31, 1935.
	Stuart, A. H.....	Carpenter, discharged Dec. 31, 1935.
	Ukrantz, M.....	Machinist Helper, disc. Dec. 7, 1935.
Toronto Storehouse.....	Crago, John.....	Warehouse Man, discharged Dec. 5, 1935.
	Fuller, John.....	Warehouse Man, discharged Dec. 5, 1935.

Municipal R.P.D.—Permanent Staff:

Essex.....	Clingbille, C. F.....	Lineman, reduction in Staff.
Ingersoll.....	Mott, G.....	Groundman, reduction in Staff.
St. Thomas.....	Gillick, L.....	Lineman, reduction in Staff.
	Stewart, R.....	Lineman, reduction in Staff.

Operating Department—Casual Staff:

D. P. & T., Hamilton.....	Lowry, J. L.....	Trucker, discharged Dec. 2, 1935.
Chats Falls Operators.....	Rowbotham, A. E.....	Wiper, discharged Dec. 7, 1935.
	Tovey, E. J.....	Labourer, discharged Dec. 2, 1935.
	Munro, C. W.....	Labourer, discharged Dec. 2, 1935.
	Trudeau, Arthur.....	Labourer, discharged Dec. 2, 1935.
	Stein, John.....	Labourer, discharged Dec. 2, 1935.
	Owens, W. R.....	Labourer, discharged Dec. 2, 1935.
	Sadler, R. E.....	Labourer, discharged Dec. 7, 1935.
	Munro, F. F.....	Labourer, discharged Dec. 7, 1935.
	McMahon, Charles....	Labourer, discharged Dec. 7, 1935.
	Craig, Elmer.....	Carpenter, discharged Dec. 24, 1935.

Operating Department—Casual Staff—Continued

Department	Name	Position
Chats Falls Operators	Fulford, Lennis	Carpenter, discharged Dec. 24, 1935.
	Craig, Benjamin	Labourer, discharged Dec. 23, 1935.
	Trudeau, Arthur	Labourer, discharged Dec. 23, 1935.
	Sadler, R. E.	Labourer, discharged Dec. 23, 1935.
	Lalonde, Peter	Janitor, discharged Dec. 31, 1935.
	Farrell, Thomas R.	Labourer, discharged Dec. 20, 1935.
	Ritcher, Joseph A.	Labourer, discharged Dec. 20, 1935.
Eastern Ontario Maintenance	Moore, William F.	Gauge Reader, discharged Dec. 31, 1935.
	Cryderman, H. E.	Floorman, discharged Dec. 11, 1935.
	Kier, Daniel	Operator, discharged Nov. 26, 1935.
	Dunlop, Adam	Millwright, discharged Dec. 8, 1935.
	Smith, Lloyd	Millwright, discharged Dec. 10, 1935.
	Wood, John	Water Level Reader, disc. Nov. 30, 1935.
	Toyne, Harry	Team and Teamster, disc. Dec. 16, 1935.
Madawaska Operators	Devaul, Fred	Operator, discharged Dec. 2, 1935.
	Harrison, James	Machinist, discharged Dec. 31, 1935.
Eugenia Operators	Morton, Thomas	Operator, discharged Dec. 4, 1935.
	Estabrooks, Geo. P.	Lineman, discharged Dec. 31, 1935.
	Stone, J. A.	Lineman, discharged Dec. 31, 1935.
	Berard, M.	Lineman, discharged Dec. 31, 1935.
Nipissing Operators	Busch, Fred W.	Labourer, discharged Dec. 11, 1935.
	Fraser, Edwin	Labourer, discharged Dec. 14, 1935.
	Cox, Leslie	Labourer, discharged Dec. 11, 1935.
	Floyd, Robert	Teamster, discharged Dec. 16, 1935.
Sudbury Operators	McRae, Christopher A.	Labourer, discharged Nov. 27, 1935.
	Gauthier, Rene	Patrolman, discharged Nov. 26, 1935.
Abitibi Operators	Paiement, Aza	Teamster, discharged Dec. 31, 1935.
	Rouleau, Lauriant	Teamster, discharged Dec. 31, 1935.
	Gervais, Leo	Groundman, discharged Dec. 31, 1935.
	Detrisaque, R.	Groundman, discharged Dec. 31, 1935.
	Gervais, N.	Trucker, discharged Dec. 31, 1935.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD NOVEMBER 1 TO NOVEMBER 30, 1935

Field Payroll:

Office Weekly	MacDonald, Mrs. L. M.	Stenographer, discharged Nov. 30, 1935.
Toronto Machine Shop	Smith, Miss Margaret	Stenographer, discharged Nov. 30, 1935.

Municipal R.P.D.—Permanent Staff:

Markham	Baker, R. A.	Clerk, resigned.
Preston	Ouilette, W. A.	Groundman, resigned.
Ridgetown	Gray, Mrs. L.	Clerk, resigned.

Operating Department—Casual Staff:

Eastern Ontario System (Maintenance)	Slettebo, Mrs. B.	Stenographer, discharged Nov. 3, 1935.
	Turley, H. T.	Relief Floorman, disc. Nov. 10, 1935.
	Smith, W. L.	Relief Operator, disc. Nov. 12, 1935.
	Grant, J. W.	Operator, discharged Oct. 31, 1935.
	Aman, T. F. S.	Shop Assistant, discharged Nov. 16, 1935.
	Smith, David	Operator, discharged Nov. 6, 1935.
	Kier, Wesley	Operator, discharged Nov. 5, 1935.
	Kier, Percy	Operator, discharged Nov. 13, 1935.

Operating Department—Casual Staff—Continued

Department	Name	Position
Madawaska Operators.....	Bloskie, Frank.....	Team, discharged Nov. 5, 1935.
	Walsh, Clair.....	Operator, discharged Nov. 21, 1935.
Severn Operators.....	Noble, J. F.....	Lineman (Summer Relief), discharged Nov. 1, 1935.
Muskoka Operators.....	Widdifield, D. S.....	Relief Operator (Summer Relief), discharged Nov. 30, 1935.
Bala Operators.....	Clements, Mrs. A.....	Bookkeeper, discharged Nov. 4, 1935.
	Walker, Thomas.....	Groundman, discharged Nov. 15, 1935.
	Nelson, H. G.....	Lineman, discharged Nov. 30, 1935.
Nipissing Operators.....	Busch, Fred.....	Labourer, discharged Nov. 16, 1935.
	Restoule, James.....	Labourer, disc. Nov. 8, 1935.
	Topham, J.....	Labourer, discharged Nov. 13, 1935.
	Fraser, Edwin.....	Labourer, discharged Nov. 6, 1935.
Sudbury Operators.....	McRae, Christopher A.....	Labourer, discharged Nov. 13, 1935.
Thunder Bay Operators.....	Gulin, O.....	Labourer, discharged Oct. 31, 1935.
	Deschamps, J.....	Labourer, discharged Oct. 26, 1935.
	Argue, W. A. G.....	Labourer, discharged Oct. 26, 1935.
	Edwards, Miss E.....	Stenographer, discharged Nov. 9, 1935.
Abitibi Operators.....	LePage, A.....	Carpenter, discharged Oct. 31, 1935.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD OCTOBER 1 TO OCTOBER 31, 1935

*Field Payroll:**Operating Department—Casual Staff:*

Niagara System Station.....	Woodley, W.....	Bricklayer, off October 5th.	
(Maintenance)			
Niagara System, Sw. Opts....	Birch, F.....	Operator, off October 31st.	
Eastern Ontario Operators....	Turley, H. T.....	Floorman, off October 1st.	
Eastern Ontario System.....	Johnson, Miss Mae.....	Stenographer, off Aug. 17th.	
	(Maintenance)	Kippen, Leslie.....	Operator, off Sept. 19th.
		Brale, R. E.....	Operator, off Sept. 14th.
		Smith, David.....	Operator, off Oct. 11th.
		Kier, Daniel.....	Operator, off October 3rd.
		Devaul, Fred.....	Operator, off Oct. 5th.
		Dunlop, Adam.....	Millwright, off Oct. 5th.
		Smith, Lloyd.....	Millwright, off Oct. 5th.
		Young, Miss Doris.....	Stenographer, off Oct. 19th.
	Eugenia Operators.....	Robertson, T. B.....	Operator, Hanover Summer Relief, off Nov. 1st.
Severn Operators.....	King, Wm.....	Handyman, Summer Relief, off Oct. 1st.	
Wasdells Operators.....	Grey, James B.....	Relief Operator, Summer Relief, off Oct. 16th.	
Bala Operators.....	McMenemey, Wm.....	Lineman, off Oct. 23rd.	
	Fenn, T. I.....	Lineman, off Oct. 23rd.	
Nipissing Operators.....	Oldfield, W. G.....	Labourer, off Oct. 4th.	
	Busch, John.....	Team, off Oct. 7th.	
	Restoule, James.....	Labourer, off Oct. 1st.	
	Dick, George P.....	Relief Operator off Oct. 31st. (Summer Relief)	
Sudbury Operators.....	Reeves, John.....	Labourer, off Sept. 26th.	
	Gauthier, Rene.....	Lineman, off Sept. 19th.	
	Lecuyer, Edward.....	Electrician, off Sept. 18th.	
	Blais, Camille.....	Helper, off Sept. 18th.	

Operating Department—Casual Staff—Continued

Department	Name	Position
Abitibi Operators.....	Wallingford, V. M.....	School Teacher, off Oct. 31st.
	Bryce, J. B.....	Floorman, off Oct. 13th.
	Beatty, L.....	Patrolman, off Sept. 10th. (Summer Relief)
	Hanson, Wm.....	Patrolman, off Sept. 12th. (Summer Relief)
Thunder Bay Operators.....	Stewart, C.....	Labourer, off Sept. 30th.
	Deschamp, J.....	Labourer, off Sept. 30th.
	Maunder, W.....	Bricklayer, off Oct. 16th.
	Dupuis, C.....	Labourer, off Sept. 30th.
	Tremblay, J.....	Labourer, off Sept. 30th.
	Littlefield, R.....	Labourer, off Oct. 8th.
	Pontanen, R.....	Labourer, off Sept. 30th.
	Boegh, A.....	Labourer, off Sept. 30th.
	Jones, G.....	Labourer, off Sept. 30th.
	Perrier, F.....	Labourer, off Sept. 30th.
Jasper, A.....	Labourer, off Sept. 30th.	
Rioux, H.....	Labourer, off Sept. 30th.	

Field Payroll:

Office Weekly.....	Spalding, Miss B. I.....	Stenographer, discharged Oct. 12, 1935.
Service Building.....	O'Connor, E. O.....	Cleaner, discharged Oct. 13, 1935.
	Smith, Mrs. E.....	Cleaner, discharged Oct. 23, 1935.
Toronto Laboratory.....	Dunk, Melvin.....	Messenger Boy, discharged Oct. 15, 1935.

Municipal R.P.D.—Permanent Staff:

Ingersoll.....	Strachan, Mrs. E. M....	Clerk, resigned Sept. 15, 1935.
	Strachan, N. C. C.....	Lineman, left for better position.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD SEPTEMBER 1 TO SEPTEMBER 30, 1935

*Field Payroll.**Operating Department—Casual Staff:*

D. P. & T., Hamilton Area...	Bodden, Roy.....	Bricklayer.
	Bodden, William.....	Bricklayer.
Niagara Area Operating.....	Pew, Geo. Edward.....	Summer Relief Messenger and Clerk.
	Blakelock, S. T.....	Student Relief, Wiper, Queenston.
	Wilmot, D. G.....	Student Relief Assistant Switch Board Operator O.P.
	Moore, F. E.....	Student Relief, Wiper, Queenston.
	Turner, E. A.....	Student Relief, Wiper, Queenston.
	Griffin, R. S.....	Student Relief, Wiper, Queenston.
Eastern Ontario System.....	Welsh, J. G.....	Student Relief, Wiper, Queenston.
	Bielby, G. G.....	Summer Relief, Wiper, Queenston.
	Brown, Mrs. L. W.....	Stenographer.
(Maintenance)		
Eugenia System Operators.....	Low, D. G.....	Summer Relief Assistant Operator.
Bala District Operators.....	Clements, Mrs. A.....	Bookkeeper.

Operating Department—Casual Staff—Continued

Department	Name	Position
Northern Ontario Properties—		
Nipissing District Opts.	Fraser, Edwin	Labourer.
	Busch, Fred W.	Labourer.
	Ibbotson, E.	Labourer
	Vrooman, E.	Labourer.
	Cameron, Paul.	Labourer.
	Restoule, Jas.	Labourer.
	Commanda, F. X.	Foreman.
	Commanda, S.	Labourer.
	Commanda, L.	Labourer.
	Couchie, J.	Labourer.
	Marion, W.	Labourer.
	Marion, A.	Labourer.
	Marion, L.	Labourer.
	Couchie, A.	Labourer.
	Commanda, C.	Labourer.
	Busch, John	Labourer.
	Busch, Charles.	Labourer.
	Restoule, James.	Labourer.
	Busch, Fred W.	Labourer.
	Ibbotson, E.	Labourer.
	Haws, H. H.	Labourer.
Northern Ontario Properties—		
Sudbury District Opts.	Robbillard, Romeo	Outside Man.
	Vaughan, George.	Labourer.
	Warlow, John.	Labourer.
	Kormago, Paul.	Labourer.
	Panonko, Wm.	Labourer.
	Carson, Samuel.	Labourer.
	Gauthier, Rene.	Patrolman.
	Wilson, John Pye.	Relief Operator.
Niagara System Station	Green Edward H.	Bricklayer.
(Maintenance)	Cooper, Fred.	Labourer.
Niagara System Operators.	Thomson, J. R.	Student Relief, Strachan Ave.
	Lauchland, L. S.	Student Relief, London.
	Lotimer, Lloyd.	Student Relief, Bridgeman.
Niagara System, Sw. Opts.	Archambeau, O.	Operation of Islington and Albion Park Stations.
D. P. & T., DeCew.	McLaurin, Colin.	Summer Relief, 3rd Wheelman.
	Horton, Douglas.	Summer Relief, 3rd Wheelman.
Northern Ontario Properties—		
Abitibi District Opts.	Edwards, Wm.	Labourer.
	Wallace, Leo.	Labourer.
	Luxton, Wesley.	Labourer.
	Walburn, Mrs. Dora.	Office Assistant.
	Reise, J. R.	Labourer.
Thunder Bay System Opts.	Bouchard, Antoine.	Labourer.
	Obrey, Lawrence.	Labourer.
	Jacobson, A. T.	Labourer.
	Micholson, John.	Labourer.
	Ferguson, F. W.	Labourer.
	Heyes, John.	Labourer-Gardener.
	Caveney, L. S.	Summer Relief Floorman.
	Campbell, C. B.	Summer Relief Operator.
	MacDonald, Wm.	Labourer.
	Argue, W. A. G.	Labourer.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD SEPTEMBER 1 TO SEPTEMBER 30, 1935

Field Payroll:

Department	Name	Position
Electrical Eng. Department	McGugan, Duncan F.	Draftsman.
	McMordie, Robt. C.	Draftsman.
	McKay, R. P.	Draftsman.
	Grimstead, Knut K.	Draftsman.
	Mackie, Robt.	File Clerk, Trans. to Head Office payroll.
Office Weekly (Temp. Stenographer)	Pile, Eileen	Stenographer.
	Macdonald, Mrs. L. M.	Stenographer.
	Morris, Miss M. M.	Stenographer.
	Pinkney, Miss S. P.	Stenographer.
Service Building	Gibbard, F. W.	Janitor.
Toronto Laboratory	Yonge, Bert	Watchman.
	Bett, Hillyard	Chemical Laboratory Assistant.

Municipal R.P.D.—Permanent Staff:

Exeter	Dearing, Miss R. M.	Billing Clerk, left to get married.
North Bay	McArthur, N.	Lineman, suspended.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD AUGUST 1 TO AUGUST 31, 1935

Field Payroll:

Operating Department—Regular Staff:

Foresters	Pearson, Douglas F.	Forester.
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Operating Department—Casual Staff:

Niagara System Station (Maintenance)	McWaine, Frank	Plasterer
	McWaine, Gordon	Plasterer
	McWaine, Fred	Plasterer
	McWaine, Allen	Labourer.
	Woodley, Wm.	Painter
D. P. & T., Hamilton Area	Osmond, Harry	Labourer
	Bodden, Wm.	Bricklayer.
Eastern Ontario System (Maintenance)	Bodden, Roy	Bricklayer.
	Kier, Daniel	Operator.
	Johnson, Miss Mae F.	Stenographer.
	Smith, Wilfred	Relief Operator.
	Kippen, Leslie	Operator.
	Devaul, Fred	Operator.
	Cline, Cecil	Operator.
Madawaska District Optg.	Armstrong, G. H.	Operator.
	Thompson, Colin E.	Team.
Northern Ontario Properties— Nipissing District Opts.	Bush, Fred	Labourer.
	Shortland, Wesley	Labourer.
	Fraser, Ed.	Labourer.
	Restoule, Jas.	Labourer.
	Busch, John	Teamster.
	Northern Ontario Properties— Sudbury District Opts.	Bertrand, Julien	Labourer.
Wilson, John Pye		Summer Relief Operator.

Operating Department—Casual Staff—Continued

Department	Name	Position
Northern Ontario Properties—		
St. Joseph District Opts.	Stewart, Fred	Lineman.
	Hartman, Wm.	Lineman.
	Turchynski, T.	Cook.
Thunder Bay System Opts.	Holmes, Mrs. F.	Relief Cook.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD AUGUST 1 TO AUGUST 31, 1935.

Field Payroll:

Office—Temporary	Livingstone, W.	Clerk, Purchasing Department.
Toronto Laboratory	Barrow, W. R.	Photographic Assistant.
Temporary Stenographers	Ball, Miss D. M.	Stenographer.
	Gill, Eileen	Stenographer.
	Poehlman, Miss W.	Stenographer.
	Inwood, Miss R. H.	Stenographer.
	Sloan, Miss Margaret	Stenographer.
	McCully, Miss H. M.	Stenographer.
	Goodfellow, Miss J. M.	Stenographer.
	West, Miss W. D.	Stenographer.
	Galvin, Miss L.	Stenographer.
	Parfrey, Miss Dorothy	Stenographer.
Toronto Machine Shop	Barnes, W. G.	Machinist.

Municipal R.P.D.—Permanent Staff:

Stamford R.P.D.	Culp, R.	Lineman, reduction in Staff.
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EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD JULY 1 TO JULY 31, 1935

Field Payroll:

Temporary Stenographers	McCully, H. M.	Stenographer.
Printing	Tomlinson, Melville	Messenger.

Municipal R.P.D.—Permanent Staff:

Beamsville R.P.D.	Dick, J.	Groundman, reduction in Staff.
Niagara System Station	Barkwell, W. G.	Stenographer.
(Maintenance)	McWaine, Gordon	Plasterer.
	McWaine, Frank	Plasterer.
	McWaine, Fred	Plasterer.
	McWaine, Allan	Labourer.
	Stevenson, Fred	Labourer.
Niagara System—Chats Falls.	Campbell, E. Clifford	Teamster and Team.
Northern Ontario Properties—		
Nipissing District Opts.	Hogan, Jos.	Labourer.
	Armstrong, E.	Labourer.
	Moore, M.	Labourer.
	Oldfield, W. G.	Labourer.
	Busch, Fred	Labourer.
Eastern Ontario System	Smith, David	Operator.
(Maintenance)	Dunlop, Adam	Millwright.
	Smith, Lloyd	Millwright.
	Armstrong, G. H.	Operator.
	Braley, R. E.	Operator.

Municipal R.P.D.—Permanent Staff—Continued

Department	Name	Position
Bala District Opts.....	Clements, Mrs. A.....	Bookkeeper.
Northern Ontario Properties—		
Sudbury District Opts....	Gauthier, Rene.....	Patrolman.
	McRae, Christopher A....	Labourer.
	Nykanen, Tyne (Miss)...	Housekeeper.
	Miketiuk, Mike.....	Labourer.
	Poirron, Hector.....	Labourer.
	Gumond, Eugene.....	Labourer.
	Lupien, Onil.....	Labourer.
	Blais, Emil.....	Labourer.
Northern Ontario Properties—		
Abitibi District Opts....	McAlinden, Harry.....	Painter.
	Simon, Marcel.....	Painter.
	Aiken, Sam.....	Painter.
	Hanrahan, Wm.....	Painter.
	Hoffman, Norman.....	Helper.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD JUNE 1 TO JUNE 30, 1935

Field Payroll:

Toronto Laboratory.....	Barrow, W. R.
	VanAtter, W.

Municipal R.P.D.—Permanent Staff:

Brant R.P.D.....	Barr, J.....	Lineman, reduction in Staff.
	Barrowclough, J.....	Clerk & Meter Reader, reduction in Staff.
	Renfrey, A. E.....	Canvasser, reduction in Staff.

Operating Department—Regular Staff:

Niagara System Station.....	McWaine, Frank.....	Plasterer.
(Maintenance)	McWaine, Fred J.....	Plasterer.
	McWaine, Allan W.....	Plasterer.
	McWaine, Gordon.....	Plasterer.
	Beal, Orlondo.....	Bricklayer.
	Beale, Edward.....	Helper.
Eastern Ont. Sys. Operators..	Ayrhart, Morley.....	Operator—Frankford.
Eastern Ontario System.....	Long, Frank.....	Teamster.
(Maintenance)	Long, John.....	Cement Mixer.
	Caldwell, W. S.....	Carpenter.
	Abar, Alex.....	Floorman—Sidney.
	Braley, R. E.....	Operator.

Northern Ontario Properties—

Nipissing District Opts....	Ulrich, Felix.....	Labourer.
	Geisler, George.....	Labourer.
	May, Frank.....	Labourer.
	Vrooman, E.....	Labourer.
	Code, R. L.....	Labourer.
	Rolston, H.....	Labourer.
	Hogan, Jos.....	Labourer.

Northern Ontario Properties—

Sudbury District Opts....	Gauthier, Rene.....	Patrolman.
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Operating Department—Regular Staff—Continued

Department	Name	Position
Northern Ontario Properties—		
Abitibi District Opts.	Bechamp, Albert	Groundman.
	Herzog, Peter	Mechanic.
	Morrow, A. W.	Asst. Patrolman.
Thunder Bay Sys. Operators.	Rioux, H.	Labourer.
	Jasper, A.	Labourer.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD MAY 1 TO MAY 31, 1935

Municipal R.P.D.—Permanent Staff:

Saltfleet	Toutin, R. S.	Lineman, reduction in Staff.
	Barringer, D. O.	Lineman, reduction in Staff.
Markham	McArthur, M.	Lineman, reduction in Staff.
Haldimand	Hunsinger, W.	Groundman, reduction in Staff.

Operating Department—Casual Employees:

Niagara System Switch Opts.	Parkinson, R. M.	Switch Operator, Port Credit and Rifle Ranges.
Niagara System, Chats Falls.	Rowbotham, A. E.	Special Gauge Test Reader.
Eastern Ontario System.	Slettebo, Mrs. B.	Stenographer.
(Maintenance)	Smith, David	Operator.
	Brale, R. E.	Operator.

Severn Operators:

Northern Ontario Properties—

Nipissing District Opts.	Wellman, Mrs. F.	Housekeeper.
	Cox, Leslie	Labourer, May 27, 1935.
	Geisler, Edward	Labourer, May 4, 1935.
	Floyd, J.	Farmer, May 22, 1935.
	Vester, Chas.	Labourer, May 25, 1935.
	Moore, L.	Labourer, May 25, 1935.
	Moore, M.	Labourer, May 25, 1935.
	Armstrong, Ed.	Labourer, May 25, 1935.
	Barber, Harry	Labourer, May 25, 1935.
	Steele, M.	Labourer, May 31, 1935.
	Floyd, Robt.	Labourer, May 31, 1935.
	Busch, John	Labourer, May 8, 1935.
	Busch, Wm.	Labourer, May 25, 1935.

Northern Ontario Properties—

Sudbury District Opts.	McRae, C. A.	Lineman, May 19, 1935.
	Bertrand, Julien	Lineman, May 19, 1935.
	Bertrand, Julien	Labourer, April 27, 1935.
	Poulin, G.	Labourer, April 27, 1935.
	Bertrand, A.	Labourer, April 27, 1935.
	Flesher, L. G.	Labourer, April 27, 1935.
	Gauthier, R.	Patrolman, April 18, 1935.
	Gorman, G.	Lineman, March 24, 1935.

EMPLOYEES DISMISSED OR REQUESTED TO RESIGN—
PAYROLL PERIOD APRIL 1 TO APRIL 30, 1935

Field Payroll:

Municipal R.P.D.—Permanent Staff:

Department	Name	Position
Bond Lake	R. Casement	Lineman, reduction in Staff.
Brant	E. Clark	Lineman, reduction in Staff.
Smiths Falls	B. A. B. Yates	Lineman, deduction—no work.
	W. J. Burns	Groundman, deduction—no work.
Preston	S. Shantz	Groundman, reduction in Staff.
	S. G. Siegrist	Groundman, reduction in Staff.
Simcoe	K. S. Randall	Lineman, left voluntarily.

Operating Department Casual Staff:

Abitibi District Operators . . .	J. R. Reise	Labourer.
	Peter Herzog	Mechanic.
Niagara System, Chats Falls . .	Joseph A. Ritcher	Labourer.
	Michael Scott	Labourer.
	Thomas R. Farrell	Labourer.
	P. R. Miller	Gauge Reader.
Eastern Ontario System Opts. .	David Pitceathly	Operator.
Eastern Ontario System (Maintenance)	James McMillan	Operator.
	D. A. McDonald	Operator.
	David Smith	Operator.
	G. H. Armstrong	Operator.

On motion of Mr. Henry, seconded by Mr. Price,

Ordered, That there be laid before this House a Return showing the names, salaries and positions of those on the permanent staff of the Hydro-Electric Power Commission at the present time.

On motion of Mr. Ellis, seconded by Mr. Heighington,

Ordered, That there be laid before this House a Return showing: 1. How many employees have been engaged by the Hydro-Electric Power Commission since April 15, 1935. 2. What are the names, position, salary and address in each case.

The Provincial Secretary presented to the House, by command of The Honourable the Lieutenant-Governor:—

Thirty-fourth Report of the Temiskaming and Northern Ontario Railway Commission for five months' period ending March 31st, 1935. (*Sessional Papers No. 23.*)

Also, Report of the Statistics Branch, Department of Agriculture, for the period November 1st, 1934, to March 31st, 1935. (*Sessional Papers No. 22.*)

Also, Ontario Veterinary College for the period November 1st, 1934, to March 31, 1935. (*Sessional Papers No. 29.*)

Also, Report of the Minister of Agriculture for the period November 1st to March 31st, 1935. (*Sessional Papers No. 21.*)

Also, Report of the Registrar of Loan Corporations for the Province of Ontario. (*Sessional Papers No. 7.*)

Also, Report relating to the Registration of Births, Marriages and Deaths, Ontario, for the year ending December 31st, 1935. (*Sessional Papers No. 13.*)

Also, Statement showing all sums credited to The Highway Improvement Fund and all sums chargeable thereto during the five months' period ending March 31st, 1935. (*Sessional Papers No. 73.*)

Also, Report of the Department of Education, Ontario, 1935. (*Sessional Papers No. 11.*)

Also, Report of the Secretary and Registrar of the Province of Ontario, with respect to the administration of

The Companies Act;
The Extra Provincial Corporations Act;
The Mortmain and Charitable Uses Act; and
The Companies Information Act.

(*Sessional Papers No. 33.*)

Also, Report of the Ontario Athletic Commission. (*Sessional Papers No. 35.*)

Also, Report of the Superintendent of Insurance for the year ending December 31, 1935. (*Sessional Papers No. 6.*)

Also, Return to an Order of the House, dated April 8th, 1936, showing the Expenditures and Revenues on Ordinary and Capital Account for the months July 1st, 1934, to February 1st, 1935. (*Sessional Papers No. 74.*)

The Honourable the Lieutenant-Governor proceeded in State to the Legislative Assembly and being seated upon the Throne,

Mr. Speaker addressed His Honour in the following words:—

May it please Your Honour:

The Legislative Assembly of the Province has at its present Sittings thereof passed several Bills to which, in the name and on behalf of the said Legislative Assembly, I respectfully request Your Honour's Assent.

The Clerk Assistant then read the titles of the Acts that had passed severally as follows:—

Bill (No. 2), An Act respecting the Town of Meaford.

Bill (No. 3), An Act respecting the Canadian Order of Chosen Friends.

Bill (No. 4), An Act respecting the City of Toronto.

Bill (No. 6), An Act respecting the Incorporated Synod of the Diocese of Ottawa.

Bill (No. 7), An Act respecting the Niagara Falls Building, Savings and Loan Association.

Bill (No. 8), An Act respecting the Township of Nepean.

Bill (No. 10), An Act respecting the Association of Accountants and Auditors in Ontario.

Bill (No. 11), An Act respecting the Township of York.

Bill (No. 14), An Act respecting the Incorporated Synod of the Diocese of Toronto.

Bill (No. 15), An Act respecting the Dean and Chapter of the Cathedral of St. Alban the Martyr in Toronto.

Bill (No. 17), An Act respecting the Corporation of the Front of Leeds and Lansdowne.

Bill (No. 18), An Act respecting the Village of Forest Hill.

Bill (No. 19), An Act respecting the Municipality of Shuniah.

Bill (No. 20), An Act respecting the City of Windsor.

Bill (No. 21), An Act respecting the City of St. Catharines.

Bill (No. 22), An Act respecting the County of Kent.

Bill (No. 23), An Act respecting the Mercantile Fire Insurance Company.

Bill (No. 25), An Act respecting the Roman Catholic Separate Schools of Ward Six of the Town of Eastview.

Bill (No. 26), An Act to authorize conveyances to the Incorporated Synod of the Diocese of Toronto.

Bill (No. 28), An Act respecting the City of Ottawa.

Bill (No. 29), An Act respecting the Sisters of Charity at Ottawa.

Bill (No. 31), An Act respecting the Town of Cobourg.

- Bill (No. 32), An Act to amend The Embalmers and Funeral Directors Act.
- Bill (No. 34), An Act to amend The County Judges Act.
- Bill (No. 35), An Act to amend The Judicature Act.
- Bill (No. 36), An Act to amend The Public Hospitals Act, 1931.
- Bill (No. 37), An Act to amend The Sanatoria for Consumptives Act, 1931.
- Bill (No. 44), An Act respecting the Fumigation of Premises.
- Bill (No. 48), An Act to amend The Public Health Act.
- Bill (No. 53), An Act to amend The Municipal Act.
- Bill (No. 54), An Act to reimburse Municipalities in respect to Income Tax.
- Bill (No. 56), An Act to amend The Voters Lists Act.
- Bill (No. 58), An Act to amend The Cemetery Act.
- Bill (No. 59), An Act to amend The Summary Convictions Act.
- Bill (No. 60), An Act to amend The Wages Act.
- Bill (No. 61), An Act to amend The Division Courts Act.
- Bill (No. 74), An Act to repeal The Supplementary Revenue Act, 1932.
- Bill (No. 75), An Act to amend The Liquor Control Act.
- Bill (No. 76), An Act to amend The Bulk Sales Act.
- Bill (No. 77), An Act to amend The Coroners' Act.
- Bill (No. 79), An Act respecting Commercial Vehicles.
- Bill (No. 81), An Act to Provide for imposing a Tax on the Purchasers of Gasoline.
- Bill (No. 82), An Act respecting the Handling of Gasoline.
- Bill (No. 85), An Act to amend The Public Utilities Act.
- Bill (No. 90), An Act to Regulate the Forest Resources of the Province of Ontario.
- Bill (No. 92), An Act to amend The Ditches and Watercourses Act.
- Bill (No. 93), An Act respecting Fair Wages and Hours of Labour in relation to Work to be performed under contracts with the Government of Ontario.

Bill (No. 94), An Act to amend The Parents' Maintenance Act.

Bill (No. 95), An Act to amend The Election Act.

Bill (No. 96), An Act to amend The Ontario Municipal Board Act.

Bill (No. 97), An Act to amend The Apprenticeship Act, 1928.

Bill (No. 98), An Act to validate certain Contracts entered into by the Hydro-Electric Power Commission of Ontario and certain Companies.

Bill (No. 101), An Act to amend The Temiskaming and Northern Ontario Railway Act.

Bill (No. 142), An Act respecting The Practice of Optometry.

Bill (No. 102), An Act to repeal The Optometry Act.

Bill (No. 103), An Act to amend The Vital Statistics Act.

Bill (No. 104), An Act respecting Magistrates.

Bill (No. 105), An Act to amend The Mortgagors and Purchasers Relief Act, 1933.

Bill (No. 106), An Act to amend The Justices of the Peace Act.

Bill (No. 107), An Act to amend The Jurors' Act.

Bill (No. 108), An Act to Confirm Tax Sales.

Bill (No. 109), An Act to amend The Factory, Shop and Office Building Act.

Bill (No. 111), An Act to amend The Dog Tax and Sheep Protection Act.

Bill (No. 113), An Act respecting the Dairy Industry.

Bill (No. 114), An Act to amend the Branding of Live Stock Act.

Bill (No. 115), An Act to amend the Co-operative Marketing Loan Act, 1932.

Bill (No. 116), An Act to amend The Companies Act.

Bill (No. 117), An Act to amend The Insurance Act.

Bill (No. 118), An Act to amend The Highway Traffic Act.

Bill (No. 120), The School Law Amendment Act, 1936.

Bill (No. 122), An Act to amend The Minimum Wage Act.

Bill (No. 124), An Act to amend The Insurance Act.

Bill (No. 125), An Act to amend The Old Age Pensions Act.

Bill (No. 126), An Act to amend The Children's Protection Act.

Bill (No. 127), The Assessment Amendment Act, 1936.

Bill (No. 128), An Act to amend The Ontario Housing Act, 1919.

Bill (No. 129), An Act to amend The Municipal Housing Act, 1920.

Bill (No. 130), The Municipal Amendment Act, 1936.

Bill (No. 131), An Act to amend The Department of Municipal Affairs Act, 1935.

Bill (No. 133), An Act for Raising Money on the Credit of the Consolidated Revenue Fund.

Bill (No. 134), An Act to amend The Unemployment Relief Act, 1935.

Bill (No. 135), An Act to amend The City of Windsor Amalgamation Act, 1935.

Bill (No. 136), An Act to Incorporate the Jack Miner Migratory Bird Foundation.

Bill (No. 137), An Act to amend The Game and Fisheries Act.

Bill (No. 138), An Act to amend The Assessment Act.

Bill (No. 139), An Act to amend The Industrial Standards Act, 1935.

Bill (No. 143), The Statute Law Amendment Act, 1936.

To these Acts the Royal Assent was announced by the Clerk of the Legislative Assembly in the following words:—

“In His Majesty's name, The Honourable the Lieutenant-Governor doth assent to these Bills.”

Mr. Speaker then said:—

May it please Your Honour:

We, His Majesty's most dutiful and faithful subjects, the Legislative Assembly of the Province of Ontario, in Session assembled, approach Your Honour with sentiments of unfeigned devotion and loyalty to His Majesty's person and Government, and humbly beg to present for Your Honour's acceptance

a Bill intituled "An Act for granting to His Majesty certain sums of money for the Public Service of the financial year ending the 31st day of March, 1937."

To this Act the Royal Assent was announced by the Clerk of the Legislative Assembly in the following words:—

"The Honourable the Lieutenant-Governor doth thank His Majesty's dutiful and loyal Subjects, accept their benevolence and assent to this Bill in His Majesty's name."

The Honourable the Lieutenant-Governor was then pleased to deliver the following speech:—

Mr. Speaker and Gentlemen of the Legislative Assembly:—

As you have completed the work of the Second Session of the Nineteenth Legislature of this Province, I am enabled to relieve you of further attendance on your legislative duties.

At the opening of the Session, I stated that a definite improvement in commerce and industry had been evident during the past year, which had resulted in a reduction in the number of those drawing relief.

I am thankful to note that the numbers on the unemployment relief rolls are continuing to decrease, partly because of the general economic improvement, and partly because wholehearted co-operation between my Government and the municipalities has resulted in the removal from the lists of a large number of persons who have no right to direct relief. At the same time, the reduction in the Dominion Government's grant-in-aid threatens to impose upon the Province and municipalities a serious hardship. My Ministers are making every effort to induce the Dominion to restore the former rate of assistance, and will not falter in these efforts so long as the present situation continues.

Vigorous efforts are being made by the Department of Labour to restore the unemployed to their proper places in industry, and several of your enactments are directed toward that end. As a result of amendments in The Apprenticeship Act, it is hoped that many youths may find entry into useful trades. At the same time, we have provided greater protection for many workers through amendments to The Factory, Shop and Office Building Act, The Minimum Wage Act, The Industrial Standards Act, and The Fair Wage Act. It has been deemed wise to extend for another year the provisions of The Mortgagees and Purchasers Relief Act.

Validation of three contracts for the purchase of power by the Hydro-Electric Power Commission will effect a saving, as compared with former commitments which were declared illegal last year, estimated at \$6,280,689 during the present year, and \$8,214,500 in 1937. If the increase in demand for power by Hydro customers continues in 1938 and 1939, the estimated saving will be over \$7,000,000 in each of these years, or a total saving for the four years of nearly \$30,000,000. Extension of the benefits of Hydro service in the rural

sections of Ontario will be one result of this saving. In 1935, some 542 miles of primary transmission lines were constructed in rural power districts, while the programme this year calls for the construction of 800 miles of rural transmission lines.

Several changes have been made with respect to the Administration of Justice. Re-enactment of The Magistrates Act will provide a more even distribution of cost among the municipalities, while The Judicature Act is amended to permit of the appointment of two more Judges to the High Court Division of the Supreme Court. Provision has also been made for an additional County Judge in the County of York, and for the appointment of a Chief Coroner in each County and Provisional District to supervise the important work performed by coroners. Curtailment of frequent and unnecessary inspections of public buildings by Grand Juries is made possible by an Amendment to The Jurors Act, which will result in savings to the municipalities.

The arbitrary powers exercised by the Optometry Board are abolished in view of the abuse of the privileges the Optometry Board had been granted, and the Board is now vested with such powers only as are reasonably necessary for properly carrying out the purposes of the Act in the public interests.

Provision has been made for a more just division between Public and Separate Schools of taxes paid by Corporations, in the hope and expectation that it may provide a fair and equitable settlement of a problem which for many years has confronted the people of this Province.

Production in the mines of Ontario is going steadily forward, adding to the wealth of our people, and providing increasing opportunity for employment. Undoubtedly the present year will witness the greatest production of mineral wealth in the history of the Province.

The Department of Agriculture is taking active steps to improve the breeding of livestock, and is co-operating more closely with the Dominion authorities in furthering the interests of agriculture within the Province, and the extension of its markets abroad. The Dominion Dairy Act is made effective in Ontario, providing for the grading of butter, and the limit of ten years for repayment of loans under The Co-operative Marketing Loan Act, is extended to twenty years. Other legislation of benefit to farmers is The Amended Dog Tax and Sheep Protection Act, providing municipal compensation for other cattle killed or injured by dogs. This provision formerly applied only to sheep.

The Department of Health is carrying on active work in the prevention of disease, and several measures affecting the health of our citizens have been passed. Provision has been made for increased provincial and municipal aid to convalescent hospitals and sanatoria for consumptives, and legislation has also been enacted for controlling fumigation.

The Forest Resources Regulation Act is an advance step in the direction of re-allocating large timber areas, restoring to the Crown a needed measure of control over natural resources and of providing a reasonable and, it is hoped, an effective means of stabilizing the forest products' industry. This should result in re-establishing public confidence in the highly important newsprint

industry, which is so directly dependent upon the timber resources of the Province.

Need for additional revenue having become imperative owing to the continued heavy drain on the Treasury to meet the necessity of our unemployed citizens, an Act has been passed for levying a provincial tax on the income of individuals. My Ministers are to be commended for their determination, by this means, to balance the budget. Increasing revenues are an indication not only of improving business conditions, but of more efficiency in collection. The people of Ontario may look forward confidently to a reduction in the gross debt of the Province.

The continued improvement in the revenues of the Temiskaming and Northern Ontario Railway is a matter for considerable satisfaction. The Railway has been given power, subject to approval by the Lieutenant-Governor in Council, to engage in truck, bus, and airplane transport, and thus keep abreast of modern conditions.

In closing, I wish to thank you for the manner in which you have applied yourselves to your legislative duties, and for the financial provision you have made for carrying on the affairs of the Province. I trust that under the blessings of Divine Providence, the legislation you have enacted will further promote harmony, well-being, and happiness among all our citizens.

The Provincial Secretary then said:—

Mr. Speaker and Gentlemen of the Legislative Assembly:—

It is the will and pleasure of The Honourable the Lieutenant-Governor, that this Legislative Assembly be prorogued and this Legislative Assembly is accordingly prorogued.

Journals of the Legislative Assembly

PROVINCE OF ONTARIO

1936

APPENDIX No. 1

Report, Minutes and Proceedings of the Standing
Committee on Public Accounts

Session of 1936

Journal

No. 1

Report of the Standing Committee on Public Accounts

SESSION OF 1936

To the Honourable the Legislative Assembly of the Province of Ontario:

GENTLEMEN:

Your Committee has had produced before it documents and correspondence and heard evidence in connection with the construction of the road from Fort Frances to Kenora and into the purchase of ties by the Temiskaming and Northern Ontario Railway Commission during the years 1919 to 1923, 1923 to 1934, and 1935-1936, and begs to report the evidence taken, transcript of which is hereto attached and exhibits filed.

The charge made by W. H. Price, K.C., M.L.A., that a contract for the supplying of ties had been let to Charles V. Gallagher, a former member of the Temiskaming and Northern Ontario Railway Commission, was withdrawn by Mr. Price as it was found to be erroneous.

Your Committee sat on the following dates: March 19th, March 26th, March 27th, March 28th, March 30th, March 31st, April 1st, April 2nd, April 3rd, April 6th, April 7th, and April 8th, 1936.

Your Committee examined the following witnesses: R. A. Campbell, Deputy Minister of Northern Development; Charles H. Meader, Assistant Chief Engineer, Department of Northern Development; Malcolm Lang, Chairman of the Temiskaming and Northern Ontario Railway Commission; Patrick McCool, Chas. V. Gallagher, W. Clement Sharp, George Bertram Alford, Edgar Gagne, John D. Law, William Harvey, Harry Duncan Gillard, Philip H. Critchley, Aarne Wicks, Lester R. Hume.

All of which is respectfully submitted.

JAS. H. CLARK,
Chairman.

Public Accounts Committee Room,
Wednesday, April 8th, 1936.

Minutes

COMMITTEE ON PUBLIC ACCOUNTS, 1936

Public Accounts Committee Room,
Parliament Buildings,
Toronto, March 19th, 1936.

The Select Standing Committee to whom was referred the examination of the Public Accounts for the five-month period commencing November 1st, 1934, and ending March 31st, 1935, and preceding years, composed of the following members: Messrs. Hepburn, Acres, Anderson, Armstrong, Avery, Baird, Baker, Ballantyne, Belanger, Black, Blakelock, Bowerman, Bradley, Bragg, Brownridge, Campbell, Carr, Challies, Clark, Colter, Cox, Craig, Crawford, Croll, Dewan, Dickson, Duckworth, Elgie, Ellis, Faulkner, Freeborn, Fulford, Gardhouse, Glass, Gordon, Heenan, Heighington, Henry, Hill, Houck, Kelly, Kidd, Kirby, Lancaster, Lawrence, Leduc, Macaulay, Marceau, Miller, Murphy, Murray, MacBride, Macfie, McQuesten, McQuibban, Nesbitt, Newman, Nixon (Brant), Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Sangster, Schwenger, Simpson, Sinclair (Ontario), Strachan—68, met this day for organization.

Present: Messrs. Acres, Avery, Baird, Ballantyne, Belanger, Black, Bowerman, Bradley, Brownridge, Campbell, Challies, Clark, Craig, Crawford, Croll, Dickson, Duckworth, Ellis, Faulkner, Freeborn, Gordon, Heenan, Heighington, Henry, Hill, Kidd, Kirby, Lancaster, Lawrence, Macaulay, Marceau, Murphy, Murray, Macfie, Nesbitt, Nixon (Brant), Nixon (Temiskaming), Oliver, Price, Roebuck, Roberts, Schwenger, Simpson, Strachan.

Moved by Mr. Roebuck, seconded by Mr. Schwenger,

That Mr. J. H. Clark be appointed Chairman of the Committee. Carried.

Moved by Mr. Ellis, seconded by Mr. Craig,

That the Deputy Minister of Northern Development, Mr. R. A. Campbell, be summoned to appear before the Public Accounts Committee at the next session thereof to give evidence with reference to certain items, as under Statutory, at Page H-2, Number 1 Public Accounts, for the five months' period ending March 31st, 1935, aggregating \$9,538,385.59, and more particularly the item at Page H-41 of the Public Accounts under Contracts, "Dufferin Paving Company, Limited, clearing and grading of the Kenora-Fort Frances Highway—\$238,306.27," and to produce before the Committee all correspondence, offers, tenders, papers, documents, specifications, agreements, surveys, plans, profiles, progress and final certificates, inspectors' daily reports, engineers' monthly estimates, and telegrams related to the said items.

Carried.

Moved by Mr. Ellis, seconded by Mr. Craig,

That the Deputy Minister of Northern Development, Mr. R. A. Campbell, be summoned to appear before the Public Accounts Committee at the next session thereof to give evidence with reference to certain items, as under Statutory, at Page H-2, Number 1 Public Accounts, for the five months' period ending March 31st, 1935, aggregating \$9,538,385.59, and more particularly the item at Page H-27 of the Public Accounts under contracts, "Assiniboia Engineering and Contracting Company, clearing and grading from the South boundary of Keewatin to a point 11 miles east, \$40,685.00," and to produce before the Committee all correspondence, offers, tenders, papers, documents, specifications, agreements, surveys, plans, profiles, progress and final certificates, inspectors' daily reports, engineers' monthly estimates, and telegrams related to the said items.

Carried.

Moved by Mr. Schwenger, seconded by Mr. Roberts,

That there be laid before this committee all vouchers, cheques, receipts, orders and memoranda referring to the items set out herewith and all contracts, plans, correspondence and documents of every nature and kind whatsoever in relation to the said items. The items appearing in the Public Accounts 1934-35 to which the above mentioned refer are as follows:

Page H-13—Northern Paving and Materials Limited:

Scarifying, reshaping, etc.....\$ 26,858.42

Page H-27—Angus and Taylor:

Cutting, stumping, burning, grading, etc. . . 61,109.48

Page H-27—Hewitson Construction Company:

Burning, stumping, grading, etc..... 119,010.86

MacNamara Construction Company, Limited:

Cutting, burning, stumping, grading, etc.. 105,918.34

Page H-27—MacNamara Construction Company, Limited:

Cutting, burning, stumping, etc..... 76,680.86

Page H-27—Ruby Construction Company:

Cutting, burning, stumping, etc..... 113,323.51

Standard Paving Company, Limited:

Cutting, burning, stumping, etc..... 94,448.50

Storms Construction Company, Limited:

Cutting, burning, stumping, grading, etc.. 108,351.86

and also the items appearing in the Public Accounts, 1932-33:

Page H-50—Muskoka Construction Company:

Construction of road from Village of Hali-
burton to East Townships of Dysart
and Guilford..... 69,226.95

and also..... 20,000.00

Carried.

Mr. Price moved, seconded by Mr. Macaulay,

That Malcolm Lang, Chairman of the T. & N.O. Commission, or such other person as the Commission has entrusted with the purchase of ties, be summoned before this Committee to give evidence on a day to be fixed, and to produce all contracts, tenders, documents, other files, specifications, letters, memoranda, telegrams, and other data relating to the purchase of 80,000 ties in sixteen contracts of 5,000 each, during the season of 1935-36, among which are included one to Pat McCool, of North Bay, Philip H. Critchley, of Monteith, Clem Sharp, an employee of the Hollinger Mines, Timmins, and Charles V. Gallagher, of South Porcupine.

Moved by Mr. Roebuck that the foregoing resolution be amended by substituting the following after "other files, specifications, letters, memcranda, telegrams" . . . "and other data relating to the alleged purchase of 80,000 ties alleged to be in sixteen contracts of 5,000 each during the season of 1935-36, among which are alleged to be included one Pat McCool of North Bay, one Critchley of Monteith, Clem Sharp, alleged to be an employee of the Hollinger Mine, and Charles V. Gallagher of South Porcupine."

The motion as amended Carried.

Moved by Mr. Price, seconded by Mr. Macaulay,

That Pat McCool, of North Bay, Charles V. Gallagher, of South Porcupine, and Clem Sharp, of the Hollinger Mine, at Timmins, and Philip H. Critchley, of Monteith, be summoned before the Public Accounts Committee at a date to be fixed, to give evidence on tie contracts alleged to be secured by them from the Temiskaming and Northern Ontario Railway Commission, and to bring with them such copies of contracts, letters, documents, papers, telegrams, and other data and material, and any assignment of said contracts as may be in their possession or under their control.

Carried.

The Committee adjourned until Thursday, March 26th, 1936, at 10.30 a.m.

SECOND SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, March 26th, 1936.

The Committee met at 10.30 a.m.

Mr. Clark in the chair.

Present: Messrs. Acres, Anderson, Armstrong, Baird, Baker, Ballantyne, Belanger, Black, Blakelock, Bowerman, Bradley, Bragg, Brownridge, Campbell,

Carr, Challies, Colter, Cox, Craig, Crawford, Croll, Dewan, Dickson, Duckworth, Elgie, Ellis, Faulkner, Freeborn, Fulford, Gardhouse, Glass, Gordon, Heenan, Heighington, Henry, Hill, Houck, Kelly, Kirby, Macaulay, Marceau, Murphy, Murray, Macfie, McQuesten, McQuibban, Nesbitt, Newman, Nixon (Brant), Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Sangster, Schwenger, Simpson, Strachan.

Moved by Mr. Glass, seconded by Mr. Sinclair (Ontario),

That Malcolm Lang, G. B. Alford, L. R. Hume, and R. H. Armstrong, all employees of the T. & N.O. Railway, be summoned before the Committee to give evidence on Thursday, the 26th day of March, 1936, and on any subsequent day or days as the Committee may fix, and to produce all contracts, assignments of contracts, tenders, documents, files, specifications, letters and other memoranda and data relating to the purchase of ties for the T. & N.O. Railway during the seasons of 1923-24, 1924-25, 1925-26, 1926-27, 1927-28, 1928-29, 1929-30, 1930-31, 1931-32, 1932-33, 1933-34, among which are included A. J. Kennedy, Kennedy & Gibson, Chas. Pierce, Gagne Lumber Co., Ltd., L. B. Christie, Hawk Lake Lumber Company, Standard Planing Mills, Clarke and Lounsbury, and Fred Sullivan.

Moved by Mr. Price, seconded by Mr. Heighington,

That the above motion be amended by adding after the word "of" in the line containing the words "during the seasons of" the figures, 1922-23, 1921-22, 1920-21, 1919-20.

The motion as amended Carried.

Mr. R. A. Campbell, Deputy Minister of Northern Development, was duly sworn and examined by Mr. Ellis and Mr. Roebuck in connection with the contract for the construction of the Kenora-Fort Frances Highway, awarded to the Dufferin Paving Company Limited, Page H-41, Number 1 Public Accounts, for the five months' period ending March 31st, 1935, and other contracts or tenders for the said highway.

The Committee adjourned until Friday, March 27th, 1936, at 10 a.m.

THIRD SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, March 27th, 1936.

The Committee met at 10 a.m.

Mr. Clark in the Chair.

Present: Messrs. Acres, Anderson, Armstrong, Avery, Baird, Ballantyne, Black, Blakelock, Bowerman, Bradley, Bragg, Brownridge, Campbell, Carr,

Colter, Cox, Craig, Crawford, Croll, Dewan, Dickson, Duckworth, Elgie, Ellis, Faulkner, Freeborn, Fulford, Heenan, Heighington, Henry, Hill, Houck, Kelly, Kidd, Kirby, Macaulay, Marceau, Murphy, Murray, Macfie, McQuesten, McQuibban, Nesbitt, Newman, Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Sangster, Schwenger, Simpson.

Mr. R. A. Campbell, Deputy Minister of Northern Development, was recalled for examination by Mr. Roebuck and Mr. Ellis, in connection with the contract, tenders, and other matters pertaining to the construction of the Kenora-Fort Frances Highway, and more particularly the contract awarded to the Dufferin Paving Company Limited for same, Page H-41, Number 1 Public Accounts, for the five months' period ending March 31st, 1935.

Mr. Charles H. Meader, Assistant Chief Engineer of the Department of Northern Development, was duly sworn and examined by Mr. Ellis and Mr. Roebuck, in connection with the contract, tenders, and other matters pertaining to the construction of the Kenora-Fort Frances Highway, and more particularly the contract awarded to the Dufferin Paving Company Limited for same, Page H-41, Number 1 Public Accounts, for the five months' period ending March 31st, 1935.

Mr. Campbell recalled.

The Committee adjourned until 9.30 o'clock a.m. on Saturday, March 28th.

FOURTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, March 28th, 1936.

The Committee met at 9.30 a.m.

Mr. Clark in the Chair.

Present: Messrs. Acres, Armstrong, Baird, Baker, Ballantyne, Blakelock, Bowerman, Bragg, Campbell, Carr, Colter, Cox, Craig, Crawford, Croll, Dickson, Duckworth, Elgie, Ellis, Faulkner, Fulford, Glass, Heenan, Heighington, Henry, Hill, Houck, Kelly, Kirby, Macaulay, Marceau, Murphy, McQuibban, Newman, Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Schwenger, Simpson, Strachan.

Moved by Mr. Price, seconded by Mr. Macaulay,

That A. E. Wicks of A. E. Wicks and Company, Limited, of Cochrane, be summoned before the Public Accounts Committee at a date to be fixed, to give evidence on tie contracts alleged to be secured by them from the Temiskaming and Northern Ontario Railway Commission or by assignment from the original

contractor, and to bring with him such copies of contracts, letters, documents, papers, telegrams, and other data and material and any assignment of said contracts as may be in the possession of the said company or under their control.

Moved by Mr. Glass that the foregoing motion be amended by adding the names, Edgar Gagne of Sturgeon Falls and L. B. Christie of North Bay to the resolution.

The amended resolution Carried.

Mr. R. A. Campbell was recalled for continued examination in connection with the construction of the Kenora-Fort Frances Highway, awarded to the Dufferin Paving Co., Ltd., Page H-41, Number 1 Public Accounts, for the five months' period ending March 31st, 1935.

The Committee adjourned until 10.30 o'clock a.m. on Monday, March 30th, 1936.

FIFTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, March 30th, 1936.

The Committee met at 10.30 a.m.

Mr. Clark in the Chair.

Present: Messrs. Armstrong, Baird, Baker, Belanger, Blakelock, Bragg, Brownridge, Campbell, Carr, Colter, Cox, Craig, Croll, Dewan, Dickson, Elgie, Ellis, Heenan, Henry, Hill, Houck, Kelly, Kirby, Macaulay, Marceau, Newman, Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Sangster, Schwenger, Simpson, Sinclair (Ontario), Strachan.

Mr. R. A. Campbell was recalled for continued examination in connection with the construction of the Kenora-Fort Frances Highway, a contract awarded to the Dufferin Paving Co., Ltd., Page H-41, Number 1 Public Accounts, for the five months' period ending March 31st, 1935.

The Committee adjourned until 10.00 o'clock a.m. on Tuesday, March 31st, 1936.

SIXTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, March 31st, 1936.

The Committee met at 10.00 a.m.

Mr. Clark in the Chair.

Present: Messrs. Acres, Anderson, Armstrong, Avery, Baird, Baker, Ballantyne, Black, Blakelock, Bowerman, Bradley, Bragg, Campbell, Carr, Colter, Craig, Crawford, Croll, Dickson, Duckworth, Ellis, Fulford, Glass Gordon, Henry, Hill, Houck, Kelly, Lancaster, Leduc, Macaulay, Marceau, Miller, Murphy, Macfie, Newman, Nixon (Temiskaming), Oliver, Price, Roebuck, Sangster, Schwenger, Simpson, Strachan.

Mr. Malcolm Lang, Chairman of the Temiskaming and Northern Ontario Railway, was duly sworn and examined by Mr. Price and Mr. Roebuck in connection with tie purchases by the Commission.

Mr. Patrick McCool, of North Bay, was duly sworn and examined by Mr. Price and Mr. Roebuck in connection with the contract and sale of ties by him to the Temiskaming and Northern Ontario Railway Commission.

Mr. Charles V. Gallagher, of South Porcupine, was duly sworn and examined by Mr. Price and Mr. Roebuck in connection with contracts made by the Temiskaming and Northern Ontario Railway for the purchase of ties.

Mr. W. Clement Sharp, of Timmins, was duly sworn and examined by Mr. Price and Mr. Roebuck in connection with the contract and sale of ties or assignment thereof by him or his assignees to the Temiskaming and Northern Ontario Railway.

The Committee adjourned until 10.00 o'clock a.m. Wednesday, April 1st, 1936.

SEVENTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, April 1st, 1936.

The Committee met at 10.00 a.m.

Mr. Clark in the Chair.

Present: Messrs. Acres, Anderson, Baird, Ballantyne, Black, Bowerman, Bradley, Bragg, Campbell, Carr, Colter, Cox, Craig, Croll, Dewan, Dickson,

Duckworth, Ellis, Faulkner, Freeborn, Glass, Heenan, Henry, Hill, Houck, Kelly, Kirby, Lancaster, Lawrence, Leduc, Macaulay, Marceau, Miller, Murphy, Murray, Macfie, McQuibban, Newman, Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Sangster, Schwenger, Strachan.

Mr. Malcolm Lang was recalled for further examination by Mr. Roebuck and Mr. Price upon contracts entered into between the Temiskaming and Northern Ontario Railway Commission and diverse individuals and companies.

Mr. George Bertram Alford, purchasing agent of the Temiskaming and Northern Ontario Railway Commission, was duly sworn and examined by Mr. Roebuck and Mr. Price in connection with the purchase of ties by the Commission.

Mr. Edgar Gagne, of Sturgeon Falls, was duly sworn and examined by Mr. Roebuck and Mr. Price in connection with the sale of ties to the Temiskaming and Northern Ontario Railway Commission.

Mr. John David Law, a clerk in the Companies Branch of the Provincial Secretary's Department of the Province of Ontario, was duly sworn and examined by Mr. Roebuck as to correspondence and documents on file in the Department.

Mr. William Harvey, clerk in the office of the Clerk of the Crown in Chancery, was duly sworn and examined by Mr. Roebuck upon the dates which the late Harry Morel, M.L.A., Nipissing, sat and voted in the Legislative Assembly of the Province of Ontario.

The Committee adjourned until 10.00 o'clock a.m. on Thursday, April 2nd, 1936.

EIGHTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, April 2nd, 1936.

The Committee met at 10 a.m.

Mr. Clark in the Chair.

Present: Messrs. Armstrong, Baker, Ballantyne, Black, Blakelock, Bowerman, Bradley, Bragg, Carr, Colter, Cox, Craig, Croll, Dickson, Duckworth, Ellis, Glass, Hill, Houck, Kirby, Macaulay, Marceau, Murray, Newman, Nixon (Temiskaming), Oliver, Price, Roberts, Roebuck, Sangster, Schwenger.

Mr. William Harvey was recalled to be examined by Mr. Roebuck upon the date of resignation of Harry Morel as a member of the Legislative Assembly of the Province of Ontario.

Mr. George B. Alford was recalled for continued examination by Mr. Roebuck

and Mr. Price concerning tie purchases by the Temiskaming and Northern Ontario Railway.

Mr. Harry Duncan Gillard, head clerk in the Woods and Forests Branch of the Department of Lands and Forests, was duly sworn and examined by Mr. Roebuck and Mr. Price upon records of clearances in the Department in respect to ties sold to the Temiskaming and Northern Ontario Railway Commission by A. J. Kennedy or Kennedy and Gibson.

Mr. Phillip H. Critchley, of Monteith, was duly sworn and examined by Mr. Price and Mr. Roebuck in respect to a contract he entered into with the Temiskaming and Northern Ontario Railway for ties, and its assignment thereof.

The Committee adjourned until 10 o'clock a.m. on Friday, April 3rd, 1936.

NINTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, April 3rd, 1936.

The Committee met at 10 a.m.

Mr. Clark in the Chair.

Present: Messrs. Acres, Armstrong, Ballantyne, Black, Blakelock, Bowerman, Bradley, Bragg, Carr, Clark, Colter, Craig, Crawford, Dewan, Duckworth, Ellis, Freeborn, Glass, Henry, Hill, Houck, Kelly, Lancaster, Marceau, Murray, Macfie, Newman, Nixon (Temiskaming), Oliver, Price, Roebuck, Sangster, Schwenger, Strachan.

Mr. George B. Alford was recalled for continued examination by Mr. Roebuck and Mr. Price concerning tie purchases by the Temiskaming and Northern Ontario Railway Commission.

Mr. William Harvey was recalled for examination by Mr. Roebuck as to the dates A. J. Kennedy sat and voted as a member of the Legislative Assembly of the Province of Ontario.

The Committee adjourned until 10 o'clock a.m. Monday, April 6th, 1936.

TENTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, April 6th, 1935.

The Committee met at 10 a.m.

Mr. Clark in the Chair.

Present: Messrs. Armstrong, Ballantyne, Belanger, Black, Blakelock, Carr, Colter, Craig, Glass, Kelly, Marceau, Murray, Newman, Nixon (Temiskaming), Price, Roebuck, Schwenger.

Aarne Everett Wicks, of Wicks and Company, Limited, Cochrane, was duly sworn and examined by Mr. Price and Mr. Roebuck in connection with tie contract awarded Philip H. Critchley, Monteith, and assigned by him to Wicks and Company, Limited.

Lester R. Hume, chief clerk, of the Temiskaming and Northern Ontario Railway Commission, was duly sworn and examined by Mr. Glass and Mr. Price in connection with diverse tie contracts.

Moved by Mr. Roebuck, seconded by Mr. Price,

That the Chairman and Secretary of the Committee be authorized to prepare a report of the Committee's activities during the present sittings thereof, to be submitted to the Committee for approval before being presented to the House.

Carried.

The Committee adjourned until 10 o'clock a.m. on Tuesday, April 7th, 1936.

ELEVENTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, April 7th, 1936.

The Committee met at 10 a.m.

Mr. Clark in the Chair.

Present: Messrs. Ballantyne, Belanger, Bragg, Colter, Cox, Craig, Ellis, Glass, Heenan, Marceau, Murray, Macfie, Newman, Roebuck, Schwenger.

Lester R. Hume was recalled and examined by Mr. Glass concerning the tie contract entered into between John Clark, Englehart, and the Temiskaming and Northern Ontario Railway.

The Committee adjourned until 1.30 o'clock p.m. on Wednesday, April 8th, 1936.

TWELFTH SITTING

Public Accounts Committee Room,
Parliament Buildings,
Toronto, April 8th, 1936.

The Committee met at 1.30 p.m.

Mr. Clark in the Chair.

Present: Messrs. Acres, Armstrong, Baird, Belanger, Black, Brownridge, Carr, Colter, Cox, Crawford, Dewan, Fulford, Glass, Heenan, Heighington, Henry, Hill, Houck, Kelly, Kirby, Lancaster, Lawrence, Macaulay, Marceau, Newman, Nixon (Temiskaming), Oliver, Roberts, Roebuck, Sangster, Schwenger.

Mr. R. A. Campbell was recalled and examined by Mr. Henry and Mr. Roebuck in connection with the Kenora-Fort Frances Highway.

Moved by Mr. Roebuck, seconded by Mr. Colter,

That the report of the committee's activities as prepared by the Chairman and Secretary be presented to the Legislative Assembly of the Province of Ontario.

The Committee then adjourned for the session.

Proceedings

STANDING COMMITTEE ON PUBLIC ACCOUNTS

Parliament Buildings,
Toronto, March 19, 1936, 10.30 a.m.

MAJOR ALEX. LEWIS: Gentlemen, at this, the first meeting this year of the Public Accounts Committee, I shall be glad to receive nominations for the position of Chairman.

HON. MR. ROEBUCK: I move that Major J. H. Clark be the Chairman of this Committee.

MR. W. F. SCHWENGER: I second the motion.

MAJOR ALEX LEWIS: Gentlemen, it has been moved by the Honourable Attorney-General, seconded by Mr. Schwenger:—

That Major J. H. Clark be Chairman of the Public Accounts Committee for the present Session.

What is the pleasure of the Committee? (Carried.)

MAJOR J. H. CLARK (taking the Chair): Gentlemen, if you will come to order we will proceed with the business of the Committee. The Secretary will call the roll.

The Secretary called the roll of members.

THE CHAIRMAN: Gentlemen, this is the first meeting of the Public Accounts Committee this year. I request the whole-hearted co-operation of every member in carrying on the meetings of the Committee in as amicable a spirit as possible. We will try to be fair about everything.

Are there any motions regarding any matters that members desire to be investigated?

MR. ELLIS: Mr. Chairman, I move, seconded by Mr. Craig:—

That the Deputy Minister of Northern Development, Mr. R. A. Campbell, be summoned to appear before the Public Accounts Committee at the next session thereof to give evidence with reference to certain items, as under Statutory, at page H-2, Number 1 Public Accounts, for the five months' period ending March 31, 1935, aggregating \$9,538,385.59 and more particularly the item at page H-41 of the Public Accounts under contracts, "Dufferin Paving Company, Limited, clearing and grading of the Kenora-Fort Frances Highway—\$238,306.27," and to produce before the Committee

all correspondence, offers, tenders, papers, documents, specifications, agreements, surveys, plans, profiles, progress and final certificates, inspectors' daily reports, engineers' monthly estimates, and telegrams related to the said items.

THE CHAIRMAN: You have heard the motion?

MR. BELANGER: No. Will the Chairman kindly read the motion again?

THE CHAIRMAN: Gentlemen, you have heard the motion. What is your pleasure?

MR. BELANGER: I did not hear the motion. Will the Chairman kindly read it again?

THE CHAIRMAN: Gentlemen, while I am reading the motion will you kindly give me your attention. (Reads foregoing motion.)

Is there any discussion?

MR. BELANGER: I move an amendment, adding the words: "and all correspondence as to specifications and contracts prior to 1935."

MR. ELLIS: Mr. Chairman, I ask the honourable member to be serious.

MR. BELANGER (After *sotto voce* discussion with other honourable members): I withdraw the amendment.

THE CHAIRMAN: Gentlemen, are you ready for the motion? (Carried.)

Any further motions?

MR. ELLIS: I move, seconded by Mr. Craig:—

That the Deputy Minister of Northern Development, Mr. R. A. Campbell, be summoned to appear before the Public Accounts Committee at the next session thereof to give evidence with reference to certain items, as under Statutory, at Page H-2, Number 1 Public Accounts, for the five months' period ending March 31, 1935, aggregating \$9,538,385.59, and more particularly the item at Page H-27 of the Public Accounts under contracts, "Assiniboia Engineering and Contracting Company, clearing and grading from the south boundary of Keewatin to a point eleven miles east, \$40,685.00," and to produce before the Committee all correspondence, offers, tenders, papers, documents, specifications, agreements, surveys, plans, profiles, progress and final certificates, inspectors' daily reports, engineers' monthly estimates, and telegrams related to the said items.

THE CHAIRMAN: Gentlemen, do you desire me to read this motion again?

HON. MR. CROLL: Please do so, Mr. Chairman.

THE CHAIRMAN: I shall not do so until the honourable members cease talking. (The Chairman read the foregoing motion.)

You have heard the motion, gentlemen. Is there any discussion? (Carried.)

Are there any further motions?

HON. MR. CROLL: Mr. Chairman, other motions will be here in a few moments. Will you please wait? It is unfortunate that they are a little late.

MR. SCHWENGER: Mr. Chairman, I move, seconded by Mr. Roberts:—

That there be laid before this Committee all vouchers, cheques, receipts, orders and memorandums referring to the items set out herewith and all contracts, plans, correspondence and documents of every nature and kind whatsoever in relation to the said items. The items appearing in the Public Accounts, 1934–35, to which the above-mentioned refers are as follows:—

Page H-13:—

Northern Paving and Materials, Limited, scarifying, reshaping, etc., \$26,858.42.

Page H-27:—

Angus and Taylor, cutting, stumping, burning, grading, etc., \$61,109.48.

Page H-27:—

Hewitson Construction Company, burning, stumping, grading, etc., \$119,010.86.

Page H-27:—

MacNamara Construction Co., Ltd., cutting, burning, stumping, grading, etc., \$105,918.34.

Page H-27:—

MacNamara Company, cutting, burning, stumping, grading, etc., \$76,680.86.

Page H-27:—

Ruby Construction Company, cutting, burning, stumping, grading, \$113,323.51.

Page H-27:—

Standard Paving Co., Ltd., cutting, burning, stumping, etc., \$94,448.50.

Page H-27:—

Storms Construction Co., Ltd., cutting, burning, stumping, grading, etc., \$108,351.86.

And also the items appearing in Public Accounts, 1932-33, page H-50:—

Muskoka Construction Company, construction of road from Village of Haliburton to east townships of Dysart and Guilford, \$69,226.95; and also \$20,000.00.

THE CHAIRMAN: Gentlemen, will any good purpose be served by my reading this motion again?

HON. MEMBERS: Oh, no.

THE CHAIRMAN: Is there any discussion? (Carried.)

MR. ELLIS: Mr. Chairman, I ask that the Secretary be instructed to supply me with copies of these motions.

THE CHAIRMAN: Very well.

MR. ELLIS: Immediately, please.

MR. PRICE: Mr. Chairman, yesterday in the House I said I would subpoena some witnesses in connection with the T. & N. O. Railway tie contracts. I shall require the attendance of the Purchasing Agent, whoever he may be, who purchased the ties. I will draft what I require, and would suggest to you, Mr. Chairman, that we fix a day for the taking of the evidence of these witnesses as they have to be brought from Northern Ontario. I shall place before you whatever Resolutions are necessary in connection with the subpoenaing of these witnesses, including those who were named yesterday and those connected with the Commission who would have to give evidence.

HON. MR. CROLL: I do not know how we can deal with that matter here without a Resolution. The Prime Minister said he would agree to a Resolution if the honourable member has one to submit. If it is satisfactory to Mr. Price to draft a Resolution, we will look it over before it is submitted, because we, too, desire to being some witnesses here.

MR. PRICE: I will submit a Resolution immediately.

MR. ELLIS: Mr. Chairman, in the meantime, in the motion moved and carried I have asked for quite a lot of material in connection with two contracts. We are very anxious to proceed with the investigation into those contracts as soon as possible, and I therefore request you, Mr. Chairman, to let me know when I may have the opportunity of going through all the contracts, and so forth, set out in the two motions which I have moved. I would prefer to have that opportunity to-morrow, if possible. Naturally it will take time to go through that large amount of material, and it is our intention, as I have said, to proceed at the earliest possible date. I would request that instructions be given to the Deputy Minister of the Department of Northern Development to afford me access to all the records in connection with these two contracts to-morrow.

HON. MR. CROLL: Mr. Chairman, I desire to make it very clear that I do not know what is in those records, and I do not know that anyone present knows. As a matter of fact, we have not had an opportunity to examine Mr. Ellis' Resolution. I do not know whether it is customary for the officials to afford access to the files.

MR. PRICE: Yes, it is.

HON. MR. CROLL: If it is customary, we will follow custom.

MR. PRICE: It has always been the practice for the officials of the Departments to hand the files over after they have examined them so that those who desire to scrutinize them may do so, and thus save the time of the Committee when the actual examination occurs. If Mr. Ellis were afforded an opportunity to examine the files, I think it would save the time of the Committee.

HON. MR. CROLL: As soon as the file is made ready and the Deputy Minister has had an opportunity to prepare copies of surveys, agreements, etc., for Mr. Ellis, I have no doubt he will do so. I assume there is only one original in existence at the present time.

MR. PRICE: Produce the original file.

MR. ELLIS: So much time would be required to prepare copies of what must be a very large file that the Session would expire before we could receive it. I suggest that the original file be made available for my inspection and, as far as that goes, for the inspection of any member of this Committee. I request that the Deputy Minister of the Department be given instructions to that effect. The preparation of copies of all plans, profiles, specifications, correspondence, progress certificates, reports from inspectors and engineers would prohibit the possibility of our dealing with the matter before the Session expires. If the original file is made available for all members of the Committee we shall be able to make some progress. No doubt the Government will be represented by a member of the Committee who will conduct the investigation on behalf of the Government. I expect to conduct it on behalf of the Opposition. If counsel for the Government is afforded the same opportunity of inspecting these files he will be able to proceed as quickly as I, and I shall be in a position to proceed very quickly provided I am afforded access to these files immediately, say to-morrow.

MR. BELANGER: You are going on a "fishing expedition!"

MR. ELLIS: The honourable member cannot read my mind, and does not know what he is talking about; nor will he find out now.

HON. MR. ROEBUCK: I suggest that there is nothing in the rules governing investigations of this kind that permits my friend, Mr. Ellis, to have the privilege of examination for discovery or the production of documents prior to their being placed upon the table of this Committee. I would oppose any motion—if my friend is making a motion—of that kind, intended to give him *carte blanche* to look through all sorts of files on a "fishing expedition," in order that he may find something with which he can support his Resolution. Usually these things

are matters of courtesy. My friend has stated that he is going to be in charge of the investigation on behalf of the Opposition, and that he assumes that somebody will be in charge of it on behalf of the Government. If there are any courtesies of that kind to be extended, any inspection of documents afforded prior to their being laid on the table of this Committee, it should be, I submit, by arrangement between my friend and whoever represents the Government side, and that there shall be no obligation placed upon anyone representing the Government or upon my friend by this Committee. Let my friend approach whoever is appointed to represent the Government side and make such arrangements as are reasonable under the circumstances, rather than suggest that all the members of the Opposition should have the opportunity to roam around among the files of the Department of Northern Development.

MR. ELLIS: I might agree with the Hon. Attorney-General if he would tell me who will represent the Government.

HON. MR. ROEBUCK: That will be communicated to you.

MR. ELLIS: When?

HON. MR. ROEBUCK: Immediately.

MR. ELLIS: When does "immediately" mean?

HON. MR. ROEBUCK: Not later than to-morrow.

MR. ELLIS: That is splendid.

Then, Mr. Chairman, I move that these files be laid on the table in the custody of the Chairman, and I shall arrange with counsel for the Government to inspect these files.

MR. BELANGER: To what files does the honourable member refer?

MR. ELLIS: To those included in the Resolution, which you have heard; obviously it includes the files practically intact.

My one desire, Mr. Chairman, is to proceed at the earliest possible date. I know that the Government men have access to these files when I have not. The Minister of the Department is very familiar with these files, no doubt. I have not had an opportunity of seeing them, and I suppose that counsel for the Government is more or less in the same position. My one desire is to see that we proceed immediately, and I am sure all members will agree that it is essential that I have an opportunity of going thoroughly through these files.

THE CHAIRMAN: In view of what the honourable Attorney-General has stated, I have no doubt that you will be notified not later than to-morrow of the name of the member who is going to act on behalf of the Government, and that you will have no difficulty in arranging a time mutually satisfactory for the examination of these files without delay.

MR. ELLIS: May I assume that that opportunity will be given to me before

the end of this week? Otherwise, we shall not know the date to which we should adjourn. Personally it is my hope that we shall adjourn to the early part of next week and then proceed with the investigation.

HON. MR. ROEBUCK: Mr. Chairman, I submit that there should not be any assumptions except that the member who represents the Government side will treat my friend with every possible consideration. I submit that we should not tie the hands of the Government representative or those of my friend by understandings made in the dark. We, as well as my friend from Ottawa, desire to make progress. I do not think he will have any serious complaint to make when we reassemble, but there should be no understandings and then there will be no misunderstandings as to what my friend gets, and how he gets it.

MR. ELLIS: I hope you are right, Mr. Attorney-General. In any event, is the Committee going to meet some day next week to proceed with this investigation? I do not want it postponed or avoided.

HON. MR. CROLL: Could you suggest a date, Mr. Price?

HON. MR. HENRY: How can we do so until we know when we are going to have access to the documents? The honourable Mr. Ellis cannot examine the documents properly while the Committee is sitting.

HON. MR. CROLL: You do not know your member.

HON. MR. HENRY: I have some knowledge of the material that will be found in these files, and the character of the inspection that should be made. If we could have some assurance for my friend from Ottawa that we shall have access to these documents before the end of the week we should have some idea of when we shall be ready to proceed.

MR. PRICE: I suggest to my friend, Mr. Croll, that in view of the fact that these documents are voluminous we may succeed in examining only a portion of them, and therefore that such portion as you have read should be produced to Mr. Ellis and whoever is nominated by the Government. Then it might be possible to proceed with that portion of the documents.

HON. MR. CROLL: Suppose we suggest that Mr. Ellis have an opportunity to see the documents by Monday next and that we proceed on Wednesday next?

MR. ELLIS: I would prefer to have that opportunity before the end of this week.

HON. MR. CROLL: That is somewhat difficult. As your Leader has said, there are a large number of documents, and they have to be collected into an orderly arrangement, which will involve some time. After all, you realize how unexpected this was.

MR. ELLIS: Oh, yes!

HON. MR. CROLL: We shall require time to arrange the documents. I suggest that Mr. Ellis be afforded an opportunity of examining these documents on Monday and that the investigation proceed on Wednesday next.

THE CHAIRMAN: Is that satisfactory?

HON. MR. CROLL: Mr. Chairman, I am reminded that Wednesday is not a favourable day. The Agricultural Committee is going down to Guelph then. What about Thursday?

MR. ELLIS: I think Thursday would be more satisfactory. These things are very involved.

THE CHAIRMAN: I am informed that the sitting of the Fish and Game Committee has been fixed for Thursday, but perhaps that Committee can sit at another time.

Gentlemen, is it your pleasure that we adjourn the proposed investigation until Thursday next? (Carried.)

MR. PRICE: Mr. Chairman, I move the following motion:—

That Mr. Malcolm Lang, Chairman of the T. & N.O. Commission, or such other person as the Commission has entrusted with the purchase of ties, be summoned before this Committee to give evidence on a day to be fixed, and to produce all contracts, assignments of contracts, tenders, documents, other files, specifications, letters, memoranda, telegrams, and other data relating to the purchase of 80,000 ties in sixteen contracts of 5,000 each, during the season of 1935–36, among which are included one to Pat. McCool, of North Bay, one Critchley, of Montith, Clem Sharp, an employee of the Hollinger Mine, and Charles V. Gallagher, of South Porcupine.

HON. MR. CROLL: The honourable member knows that the motion would not be acceptable in that form. The Prime Minister said that if the Government accepted the motion we wanted it to go back farther than that.

MR. PRICE: This is my motion. Do you want to add to it?

HON. MR. CROLL: Are you not agreeable to adding to it?

MR. PRICE: Yes. This refers to what I said in the House. If my friends desire to go back farther, that is their responsibility.

HON. MR. NIXON: We do not accept the statements of fact contained in the Resolution.

MR. PRICE: We are going to prove them to you.

HON. MR. CROLL: Is that Resolution satisfactory in its present form?

MR. PRICE: If my honourable friend wants to make another motion, I am quite satisfied.

THE CHAIRMAN: Gentlemen, you have heard the motion. Is it satisfactory?

HON. MR. ROEBUCK: Read the motion, please.

HON. MR. NIXON: And let us have a little order while the Chairman is doing so.

THE CHAIRMAN: Twice I have appealed to the honourable members for co-operation in keeping the affairs of the Committee under control, and I shall continue to appeal to them, if necessary, throughout the balance of the sittings.

Is this motion seconded?

MR. PRICE: Yes, I move it, and it is seconded by Mr. Macaulay.

THE CHAIRMAN: Gentlemen, it has been moved by Mr. Price and seconded by Mr. Macaulay: (The Chairman read the foregoing motion.)

MR. SCHWENGER: Would it not be better to state: "among which are said to be"?

HON. MR. NIXON: Yes, or "alleged to be." We cannot accept any such statement of fact when we know it is wrong.

THE CHAIRMAN: "... among which are alleged to be included ..."?

HON. MR. ROEBUCK: I do not think any recitation of alleged facts is required in the motion at this time. My friend Mr. Price has asked for subpoenas for Pat McCool, Critchley, Clem Sharp and Charles V. Gallagher.

MR. PRICE: I have another motion summoning each one.

HON. MR. ROEBUCK: That is all we require to pass upon at this moment. We do not need to pass on the sixteen contracts of 5,000 each. If my friend Mr. Price will simply move that these men be subpoenaed to give evidence on a contract for the purchase of ties, that is all this Committee should be required to deal with at this time.

THE CHAIRMAN: Are you moving to strike out the latter part of the motion?

HON. MR. ROEBUCK: I propose to move against the motion in its present form.

MR. BELANGER: Open it wide up.

HON. MR. ROEBUCK: Certainly we shall open it wide up.

MR. PRICE: I am going to have this motion voted upon, and you can vote it down if you like. If you are going to start to instruct me you can either open it up or otherwise. That is my motion. I desire to bring these matters before the Committee, and if you do not want them brought before the Committee, very well. There is too much quibbling. We heard a lot of talk about the quarrel in the House yesterday. Let us have it out now. I am entitled to make my own motion. I made these statements in the House, and I am here to back them up.

If the honourable Attorney-General wants to alter my motion, let him do so. I am going to subpoena these men, in any event.

HON. MR. ROEBUCK: Mr. Chairman, I move an amendment to the Resolution:—

That the words "in sixteen contracts of 5,000 each" be struck out, and also the words "an employee of the Hollinger Mine . . ."

If the amendment is accepted and the Resolution is carried it will read as follows:

That Mr. Malcolm Lang, Chairman of the T. & N. O. Commission, or such other person as the Commission has entrusted with the purchase of ties, be summoned before this Committee to give evidence on a day to be fixed, and to produce all contracts, assignments of contracts, tenders, documents, other files, specifications, letters, memoranda, telegrams, and other data relating to the purchase of 80,000 ties during the season of 1935-36, among which are alleged to be included one Pat McCool of North Bay, one Critchley of Monteith, Clem Sharp and Charles V. Gallagher of South Porcupine.

THE CHAIRMAN: Is that satisfactory?

MR. PRICE: No. Notwithstanding what was said in the House yesterday my word has been good all my life, but I am not going to be responsible for an investigation that my honourable friend may want. I made statements in the House about 80,000 ties in sixteen contracts of 5,000 each, and that is what I want to investigate. I want that in.

THE CHAIRMAN: It is in, as I understood the Attorney-General.

MR. ELLIS: May I remind the members of the Committee that the Prime Minister in the House said that the fullest and widest investigation would be made of any charge laid by any member of the Opposition.

HON. MR. ROEBUCK: I have not attempted to narrow it.

MR. ELLIS: The ex-Attorney-General has moved a motion in this Committee, and forthwith we find the Attorney-General trying to amend the charges made by the ex-Attorney-General. Surely that was not the intention of the Prime Minister; I am certain it was not. He said we could have the fullest and widest investigation desirable. Therefore if the Committee are to back up the word of the Prime Minister they must either accept or refuse the motion as drawn and presented by the ex-Attorney-General, without any amendment of any kind whatever.

HON. MR. NIXON: Mr. Chairman, Mr. Ellis says we must accept this motion without amendment or we shall fail to fulfil the promise made by the Prime Minister. I challenge that statement. I decline to vote for a Resolution which recites a fact or facts the truth of which we do not know. We have an affidavit under oath that it is not a fact, and it is irrelevant to the investigation to state that Charles Gallagher had this tie contract. If my friend Mr. Price wants to insert the word "alleged", very well.

HON. MR. ROEBUCK: My friend Mr. Price has not inserted the word "alleged" as to the sixteen contracts.

MR. ELLIS: That was part of the charge, and you want to eliminate it.

HON. MR. CROLL: No. The ex-Attorney-General did not say it was alleged that they had so many contracts, and so on. He said there were contracts for 80,000 ties among three or four persons.

THE CHAIRMAN: I do not think there is any substantive change in the Resolution if the word "alleged" is inserted.

HON. MR. ROEBUCK: If my friend Mr. Price will amend his Resolution to this effect, omitting for the moment the first of it:

"... and other data relating to the alleged purchase of 80,000 ties alleged to be in sixteen contracts of 5,000 each during the season of 1935-1936, among which are alleged to be included one Pat McCool of North Bay, one Critchley of Monteith, Clem Sharp, alleged to be an employee of the Hollinger Mine, and Charles V. Gallagher of South Porcupine."

There are a number of statements contained in that Resolution that will never be proved before this Committee.

THE CHAIRMAN: Mr. Price, are you agreeable to the wording of the Resolution as read by the Attorney-General?

MR. PRICE: Yes.

THE CHAIRMAN: Gentlemen, you have heard the motion as amended. What is your pleasure? (Carried.)

MR. PRICE: Mr. Chairman, I move, seconded by Mr. Macaulay:

That Pat McCool, of North Bay, Charles V. Gallagher, of South Porcupine, and Clem Sharp, of the Hollinger Mine, at Timmins, and Critchley, be summoned before the Public Accounts Committee at a date to be fixed, to give evidence on Tie Contracts alleged to be secured by them from the Timiskaming and Northern Ontario Railway Commission, and to bring with them such copies of contracts, letters, documents, papers, telegrams, and other data and material, and any assignment of said Contracts as may be in their possession or under their control.

THE CHAIRMAN: Gentlemen, you have heard the motion. What is your pleasure? (Carried.)

MR. PRICE: I did not anticipate this discussion this morning, and expected to present one or two other motions. I may have those ready for the next meeting.

THE CHAIRMAN: Is there any further business to be brought before the Committee?

HON. MR. CROLL: I move that the Committee be now adjourned.

THE CHAIRMAN: Gentlemen, you have heard the motion?

MR. PRICE: Until Thursday next at ten o'clock a.m.?

THE CHAIRMAN: Yes.

(Carried.)

Whereupon the Committee adjourned at 11.25 o'clock a.m. until 10.00 o'clock a.m. on Thursday, March 26th, A.D. 1936.

SECOND SITTING

Parliament Buildings,

Thursday, March 26th, 1936, 10.30 a.m.

THE CHAIRMAN: Gentlemen, if you will come to order, the Secretary will call the roll.

The Secretary called the roll of members.

THE CHAIRMAN: Are there any motions, gentlemen?

MR. J. J. GLASS: Mr. Chairman, I move, seconded by Mr. W. E. Sinclair:—

That Malcolm Lang, G. B. Alford, Hume, and Armstrong, all employees of the T. & N. O. Railway, be summoned before the Committee to give evidence on Thursday, the 26th day of March, 1936, and on any subsequent day or days as the Committee may fix, and to produce all contracts, assignments of contracts, tenders, documents, files, specifications, letters and other memoranda and data relating to the purchase of the ties for the T. & N. O. Railway during the seasons of 1923-24, 1924-25, 1925-26, 1926-27, 1927-28, 1928-29, 1929-30, 1930-31, 1931-32, 1932-33 and 1933-34, among which are included, A. J. Kennedy, Kennedy & Gibson, Chas. Pierce, Gagne Lumber Company, Ltd., L. B. Christie, Hawk Lake Lumber Company, Standard Planing Mills, Clarke and Lounsbury, and Fred Sullivan.

THE CHAIRMAN: You have heard the motion?

MR. PRICE: I do not want to object to the investigation going back over these years. I told my honourable friend, Mr. Glass, yesterday, when he mentioned the matter to me, that I had no objection, but I think that as we have gone back to 1923, it might be just as well to go back a little further so that we could include the several governments. I would suggest that the motion be changed to read from 1921, or in that year, if that would be satisfactory.

HON. MR. ROEBUCK: Mr. Chairman, I do not see that there is very much to be gained by going into what is really ancient history.

MR. PRICE: You were going back to 1923.

HON. MR. ROEBUCK: For the very good reason that the two administrations that stand before the people of the Province of Ontario are the one which commenced in 1923 and the one which commenced in 1934. Now, if you wish to go back into ancient history and discover what took place in Greece, or Rome, or Babylon, it would be all right, but I do not believe the members of this Committee wish to spend their time investigating tie contracts under the Drury Government, which passed out in 1923.

MR. PRICE: You have gone away back to 1923 and 1924.

HON. MR. ROEBUCK: For the very good reason that we have got to defend ourselves.

MR. GLASS: I understand that all matters relating to the Drury regime were investigated by a previous administration very fairly. There is no use re-threshing old straw. I do not know of any public inquiry that has been held into the affairs of the old administration from 1923 until June, 1934; but I know that some investigation was made previously, and as far as I am concerned, I am not prepared to extend my motion any further. If my friend wants to extend it further, that is his privilege.

MR. HEIGHINGTON: Mr. Chairman, the function of the Public Accounts Committee is not to make a competition between two political parties. The object is, first of all, in presenting the accounts, to secure finality. One account in one year leads over to another year. Why it should be the function of this Committee to go back to a specified year, 1923, for no other purpose than putting something on a former administration and asking the Committee to spend its time enquiring into things about which no charge is laid is more than I can understand. Surely it is a waste of the time of the House and the time of this Committee, as well as a waste of public money to go back as far as that. It is a queer thing that no such motion came forward until the motion was made by the present Opposition in regard to disbursements of money made in the public accounts of this year in regard to railway ties. I, therefore, object to the motion, and I say it is an imposition on the Legislature to ask this Committee to go into such a thing.

HON. MR. ROEBUCK: Mr. Chairman, may I point out that the remarks are out of order?

THE CHAIRMAN: I was going to call the attention of the Committee to the fact that Mr. Price's motion had not been seconded.

HON. MR. ROEBUCK: You mean Mr. Glass' motion?

THE CHAIRMAN: Mr. Price's amendment.

HON. MR. ROEBUCK: Mr. Price has not made an amendment. He only took an objection to the motion. That is not an amendment. If he wishes to put in an amendment, Mr. Price can do so.

MR. PRICE: Mr. Chairman, I simply drew it to the attention of the Committee that if you went back to 1923, why stop at that year? What is the reason for it? In fact, I do not care how far you go back in the history of the T. & N. O. We have had Public Account Committees every year, or nearly every year, since 1923 on, and even before that time. I would say that it is useless to do it unless there is something to be gained by it, but when you go back to 1923, I take the point, why stop at 1923? I think that is logical. The Attorney-General says he thinks we should not go back of the old government; that it is a competition between these two governments. I say that it is not a competition at all; that it is a question of fact so far as the tie contracts are concerned.

HON. MR. ROEBUCK: Mr. Chairman, we do not need a speech on this. He is out of order at the present time.

THE CHAIRMAN: I do not agree with you. There is a motion, and the motion is being debated.

MR. PRICE: I want fair play regarding this.

THE CHAIRMAN: You will get it.

MR. PRICE: I know I will get it from you as Chairman. I know there will be nothing of the steam-roller business on the part of the Government with you as Chairman of the Committee.

HON. MR. ROEBUCK: Nobody knows of a steam-roller better than you do.

MR. PRICE: Before you proceed to deal with the matter, I wish to say to the members of the Committee that if you go back to 1923, why not go back, I suggest, to 1920? Then you would have a review of pretty well all the governments of the day and what they did. I suppose that every Commission operating under all Governments have put out tie contracts, but what I am directing the attention of the Committee to in regard to this motion, and what I said in the House, was the small contracts let specifically to certain people. I pointed that out particularly. Now, this motion enlarges it to include all contracts. I do not dispute that probably there were contracts let every year. I know the T. & N. O. Commission has got to let contracts for ties. I am objecting to these specific contracts which I say have been assigned to other people.

I have not a copy of the motion, but if the motion is here, I will make an amendment.

THE CHAIRMAN: You had better put it on a separate sheet, to include the three previous years.

MR. PRICE: My amendment to the motion, seconded by Mr. Heighington, is that it be amended by adding after the word "of" in the seventh line thereof, the figures 1922-23, 1921-22, 1920-21 and 1919-20.

THE CHAIRMAN: It is moved by Mr. Price, seconded by Mr. Heighington, that the motion be amended by adding after the word "of" in the seventh line, the figures 1922-23, 1921-22, 1920-21, and 1919-20.

MR. HEIGHINGTON: Mr. Chairman, I quite agree that this is not the place for speeches, but I do want to point out that if we subscribe to what has been said by the Attorney-General and the sponsor of this motion, we overlook the fact that in the last five years of this Legislature there was an Opposition, and that in three sessions out of five a Public Accounts Committee was called and at that Committee Mr. Sinclair, then leading the Opposition, and others, had full opportunity to investigate conditions existing under previous governments. The function of this Committee is the performing of a judicial part of the duty of the Legislature. It is not the duty of this Committee, nor of any Committee, to besmirch a previous administration. It is our duty to enquire into the administration of public funds, and it is preposterous to go abroad and to make this a race or a competition between competing administrations. But if we are to do that, I think the amendment is only logical.

HON. MR. ROEBUCK: I never said it was a competition between Governments. I said that we were prepared, and I say now that we are prepared, to carry the responsibility of the investigation into the dates mentioned in Mr. Glass' Resolution. I am not prepared to go any further than that. If, on the other hand, the honourable gentlemen to my right desire to take the responsibility of an investigation prior to that, it is quite all right with us.

The amendment proposed should be a substantive motion, Mr. Chairman, but I am not going to object to it merely on the matter of form. I do want it explained that we will carry the responsibility of opening in the investigation from 1923 on. Since my friends here desire to investigate earlier than that, they will carry the responsibility of opening in the matter from 1923 back. On that clear understanding, I am quite ready to agree to the motion.

MR. PRICE: We do not make any charge at all. You have put this motion to go back a certain number of years, and we have added three years to it. I do not make any charge. As a matter of fact, I do not know anything about it.

MR. CAMPBELL: Mr. Chairman, I was interested in the Public Accounts Committee in 1923, and I felt that the Government that came in then made a very good job of going back beyond that time. At that time they took up everything there was to take up, and I see no reason for again going over it.

THE CHAIRMAN: You have heard the amendment, gentlemen. What is your pleasure? (Carried.)

THE CHAIRMAN: We do not need to put the motion.

HON. MR. ROEBUCK: Yes; put the motion.

THE CHAIRMAN: You have heard Mr. Glass' motion. What is your pleasure? (Carried.)

MR. PRICE: Mr. Chairman, I made a motion the other day for the production by the T. & N. O. of certain contracts. Those contracts have not as yet been produced. I would like to ask just when they will be produced. I would like to arrange with Mr. Ellis to go into the other documents in connection with the other investigation which I understood was going on to-day.

Will you, Mr. Chairman, arrange for me to look over the contracts with the T. & N. O.? When I have looked over them, I will then be prepared to go on at a subsequent date.

HON. MR. ROEBUCK: The first Resolution, Mr. Chairman, is that by Mr. Price, I think it was.

THE CHAIRMAN: Mr. Ellis. We will consider that point first.

HON. MR. ROEBUCK: The witnesses from the T. & N. O. Railroad are here, and they have a great number of documents.

MR. PRICE: The only thing we arranged with Mr. Ellis about was to get these other documents on Monday in order to go on on Thursday. There was no arrangement made as to when I was to get these documents. I would like to have them produced as soon as this investigation is over. I could go on tomorrow, but I want to look at these contracts and papers, and I will be very glad to look at them with anyone representing the Government.

HON. MR. ROEBUCK: That is, providing there are such.

MR. PRICE: Yes. But whatever they have to produce, I would be very glad to look them over.

HON. MR. ROEBUCK: I think we had better go on, Mr. Chairman, with the other investigation.

MR. PRICE: I will arrange that with my honourable friends.

HON. MR. ROEBUCK: Exactly. We will see how we get along by 1.00 o'clock and determine then what next to do. Are you ready to go on with this matter?

MR. ELLIS: Yes.

HON. MR. ROEBUCK: This is in relation to the Northern Development contracts. We will call Mr. Campbell.

MR. ELLIS: Mr. Chairman, I might point out that I was the one who moved this Resolution and initiated the enquiry. I would suggest that we are really the ones who should lead the proceedings.

THE CHAIRMAN: That is quite all right.

HON. MR. ROEBUCK: Very well. You asked to have the person who knew about these contracts, and we are producing him. The man who knows most about the matter is Mr. Campbell.

MR. ELLIS: That is the reason we included him in the Resolution.

HON. MR. ROEBUCK: Since my friend raises the point about the Resolution, may I say this, that his Resolution covers a certain stated period.

MR. ELLIS: That is correct.

HON. MR. ROEBUCK: The contract runs on for a very much more extended period than is covered by my friend's motion. I wish to state now that we will not hold him to that straight limitation of time, in order that the whole matter may be disclosed from beginning to end and nothing left uncovered.

MR. ELLIS: That already has been arranged with counsel for the Government.

Mr. Chairman, before proceeding, perhaps I may be permitted to say a word to the members of this Committee. Many of you are new members and have never sat on the Public Accounts Committee before. I should like to say that this particular Committee is in a totally different category to any other standing committee of the House. It is, in a way, an investigating committee, and as such is a semi-judicial body. The members of the Committee will have to come to certain findings and report to the House. But I want to emphasize that it is not in the same category as, say, the Private Bills Committee. In this case the Government is represented by two counsel as is also the Opposition. So to some degree, Mr. Chairman, if I may be permitted to make the suggestion, we should carry on in a semi-judicial way. Counsel have some very involved and intricate contracts to go into. It would be unfair to counsel, and I think would very much hamper the procedure, if here and there during the examination of witnesses members of the Committee interrupted continuously to ask questions of the witness in the box. I do not mean that any member of the Committee should in the slightest degree be hampered in asking any question he wishes, but it would naturally be very unfair to counsel if they were to continuously interrupt and this Committee developed into something like the Private Bills Committee, where everyone seems to be talking at the same time, and all wanting to ask questions at the same time.

As far as I personally am concerned, I have no hesitation in permitting any member of the Committee to interrupt and ask any question he cares to put to the witness, but I would ask the members of the Committee to refrain from trying to ask questions all at the same time which would thereby completely throw off the track counsel either for the Opposition or the Government. Is there any objection to that, Mr. Chairman? I understand that counsel for the Government are of the same opinion.

HON. MR. ROEBUCK: I do not know that we need a lecture on deportment, Mr. Chairman.

MR. ELLIS: Now, Mr. Chairman, if I may interrupt the Honourable Attorney-General, I had no intention in the world of giving any lecture. There should not be any interruptions, if he is trying to be fair and reasonable.

HON. MR. ROEBUCK: He may not have had any intention of lecturing, but we all feel well lectured.

MR. ELLIS: I discussed the matter with counsel for the Government, and they are of the same opinion as I am.

HON. MR. ROEBUCK: I am largely of the opinion also, but I did not presume to lecture the members of the Committee.

MR. ELLIS: I am not lecturing them, and you are deliberately misinterpreting my remarks.

HON. MR. ROEBUCK: I think my friend is unduly sensitive. I concur to a certain degree in what he has said. It is a semi-judicial body, and, of course, must be carried on in more or less judicial form.

Mr. Ellis will lead for those who agree with him, and I will appear with Mr. Colter and Mr. Schwenger for the Government.

What I want to have clearly understood is that while no doubt members will accord us a certain latitude in leading, there is to be no limitation and cannot be any limitation on the action of the members of this Committee in asking questions, raising objections, or using their own good judgment. They are all members and have as much right to be heard as I, Mr. Ellis, or anyone else.

THE CHAIRMAN: I might say, gentlemen, that everyone will be accorded fair treatment so far as this Committee is concerned, if I have any power to carry that out. I think it would be advisable, in order to expedite the business of the Committee, if counsel on either side were allowed to take charge of the proceedings. It would also be helpful if the members of the Committee would refrain from asking questions until counsel are through. Then everyone would be entitled to ask any questions they have to ask. If that is satisfactory, we will proceed.

MR. ELLIS: I will call Mr. R. A. Campbell.

R. A. CAMPBELL, sworn.

MR. ELLIS: Q. Mr. Campbell, you are the Deputy Minister of the Department of Northern Development?

A. Yes.

Q. When were you appointed to that position?

A. On September 11th, 1934.

Q. Where did you reside prior to your appointment?

A. I really have no permanent place of residence. I was an engineer, and that type of work takes one to various sections of the country.

Q. Where was your temporary residence prior to your appointment?

A. Kenora.

Q. Was that where your family lived?

A. No, my family live in Winnipeg.

Q. For whom were you working prior to your appointment as Deputy Minister of the Department of Northern Development?

A. The Canadian Pacific Railway.

Q. So, as a matter of fact, your residence was not really Kenora; it was Winnipeg?

A. No, my residence at that time was at Kenora. When I speak of my family, I refer to my mother and father.

THE CHAIRMAN: How is this germane to the issue, Mr. Ellis? Are you not dealing with the contract?

MR. ELLIS: Yes, but I wanted to find out something about this man's qualifications.

HON. MR. ROEBUCK: Where he lives is certainly not a matter of qualification.

MR. ELLIS: Q. Mr. Campbell, have you got the notice to contractors in connection with this particular contract? I would like you to produce it?

A. Yes, I have it on the files.

MR. SCHWENGER: Do you mean the advertisements?

MR. ELLIS: Yes.

MR. SCHWENGER: Calling for tenders?

MR. ELLIS: Yes.

WITNESS: Yes, I have the notice, Mr. Ellis.

MR. ELLIS: I would ask, Mr. Chairman, that this be marked as Exhibit 1, the notice to contractors, dated 12th September, 1934.

EXHIBIT No. 1: Notice to contractors, dated September 12th, 1934.

MR. ELLIS: Mr. Chairman, I will read the notice to contractors to the members of the Committee:—

“Sealed tenders endorsed ‘Tender for Grading Kenora-Fort Frances Road’ will be received by the undersigned until noon on Thursday, 11th October, 1934, for the clearing and grading of a section of the Kenora-Fort Frances Highway from the end of the existing grade, approximately 30 miles south of Kenora, southerly a distance of 31 miles.

"Plans may be seen and specifications and form of tender obtained at the office of the undersigned or at the District Engineer's office at Kenora, after Thursday, the 20th day of September, 1934. Blueprints may be obtained on receipt of a cheque for \$5, payable to the Department of Northern Development and which will not be returned.

"Performance bonds must be made out on Departmental forms.

"A marked cheque for 10% of the bid price must accompany each tender.

"The lowest or any tender not necessarily accepted.

"(Signed) R. A. CAMPBELL,
"Deputy Minister.

"Department of Northern Development.
"Dated at Toronto,
this 12th day of September, 1934."

I notice, Mr. Campbell, in the original notice to contractors the tenders were returnable not on the 11th of October, 1934, but on the 4th of October, 1934. Will you explain to me why the date was changed from the 4th of October to the 11th of October, 1934?

A. After the original advertisement was sent out, the information was not available to the contractors on the date in the notice, and an extension was given to permit them to examine the work.

Q. In the usual notice to contractors a bid bond would be accepted. In this case, the words "bid bond or" are struck out, and a cheque for 10% of the bid price is asked for. That is contrary to the general notice to contractors heretofore sent out by the Department of Northern Development, is it not?

A. No. Prior to that time a marked cheque was asked for for a specific amount. I think \$1,000 was the amount.

Q. Yes, but your regular form calls for a bid bond for 50% of the bid price. In this case that was not done, and a cheque for 10% of the bid price was asked for. Why?

A. I had found out that a bid bond could be procured by almost anyone, whether a bona fide contractor or not. In order to ensure that bona fide contractors would tender on the job, it was changed to a marked cheque for 10%.

Q. Is this the first case in which you made that change?

A. Yes, that is the first case. I do not think the bid bond had ever been used by the Department before.

Q. Do you know?

A. I know of no definite case where a bid bond had been used.

Q. Do you know of any definite case prior to the time you became Deputy Minister that they accepted a marked cheque for 10% of the bid price in lieu of a bond for 50% of the contract price?

A. It was generally a specified amount. My understanding was the Department of Highways were using the 10%.

Q. But, as a matter of fact, the Department of Northern Development were in the habit of getting a bond from a guarantee company for 50% of the contract price, were they not?

A. No. They asked for a marked cheque for \$1,000.

Q. Yes, but in addition to that they also demanded a bond from a guarantee company for 50% of the contract price, did they not?

A. That was a performance bond.

Q. Exactly?

A. That is a different bond.

Q. In this case you got a cash payment of 10% of the bid price?

MR. COLTER: I think you are wrong in that. The performance bond is given after the tender is accepted, not before.

MR. ELLIS: I do not think you understand, Mr. Campbell.

MR. SCHWENGER: I think you are confusing the witness. There are two kinds of bonds. There is a bid bond and a performance bond.

MR. ELLIS: I have read the notice to contractors to him; I will have to repeat it.

Q. I say, the usual procedure of the Department of Northern Development in the calling of tenders, was to ask for a bid for 50% of the bid price, and in this particular case you did not follow the usual custom; you got a cheque for 10% of the contract. What do you say as to that?

A. No. The previous practice had been to ask for a marked cheque for \$1,000.

Q. Will you deny that the Department also asked for a bid bond for 50% of the bid price?

A. No, there was no bid bond asked for. If a marked cheque for the \$1,000 was submitted, that was all that was required.

Q. You say that the policy of the Department prior to your time had been

to take a cheque for \$1,000, and that they did not ask for a bid bond for 50% of the bid price?

A. Yes.

Q. Give me one instance?

A. Any contract that was let prior to that date.

Q. You are swearing on your oath that any contract let by the Department prior to the time you took office asked for a marked cheque for \$1,000 and did not ask for a bid bond for 50% of the bid price?

A. Yes, as far as I know.

Q. Then why did you make the change in this notice to contractors by striking out in the general form the requirement of a bid bond for 50% of the bid price and accept in lieu thereof 10% of the bid price?

A. To ensure competent contractors, or contractors fully qualified to carry out the work.

Q. And this is the first case since you became Deputy Minister where you changed that procedure and asked for 10% of the bid price in cash?

A. Yes.

HON. MR. ROEBUCK: This is the first case you handled.

MR. ELLIS: Q. Where was this notice to contractors advertised?

A. It was advertised in the three Toronto trade papers.

Q. What were those?

A. The Canadian Engineer; the Contract Record—

Q. Where is that published?

A. These are three Toronto papers: The Contract Record and the Daily Commercial News.

Q. Those three papers are published in Toronto?

A. Yes.

Q. How many times was this notice published?

MR. SCHWENGER: He has not answered your question.

MR. ELLIS: Pardon me; I want to ask him a question about these three papers.

MR. COLTER: You asked him a question and he should be allowed to answer it.

THE CHAIRMAN: There is no dispute. Mr. Roebuck only had the name of two papers, and he wanted the name of the third.

HON. MR. ROEBUCK: What was the third paper?

WITNESS: The Daily Commercial News.

Q. And the Contract Record, and what was the next?

A. And the Canadian Engineer.

MR. ELLIS: Q. How many times was the notice published in these three papers?

MR. SCHWENGER: Mr. Chairman, I think that question is a little out of line. He has asked the witness in how many papers the notice was advertised, and he allows him to name three out of possibly seven or eight and stops him.

MR. ELLIS: All right, I can go back over the whole thing step by step and get the information instead of breaking it up as I proposed to do.

Q. What other papers was the notice published in?

A. The Fort Frances Times.

Q. Published where?

A. In Fort Frances. And the Rainy Lake Herald.

THE CHAIRMAN: We have had demonstrated here this morning how much quicker we can get along with the business of this Committee if the members will refrain from talking. There has been no interruption by members of the Committee, and I am going to ask that the members in the rear remain silent. We will get along much faster and with much more dignity.

MR. ELLIS: Q. All right, Mr. Campbell. By the way, where is the Rainy Lake Herald published?

A. In Fort Frances.

Q. Continue?

A. The Dryden News, in Dryden, Ontario. The Record in Rainy River, Ontario.

Q. Any other papers?

A. That is all.

Q. Can you give me the dates on which the notice was published in the various papers and the number of times the notice was inserted?

A. That is on the file.

Q. Would you kindly look it up?

THE CHAIRMAN: I might say that there is no objection to the members talking while a witness is looking for information. I think that would allow sufficient time for everybody to get off what is on their chests.

MR. ELLIS: Mr. Campbell, just take your time. There is no need to hurry.

A. Yes, all right.

MR. HEIGHTON: Could you not ascertain that better from the vouchers?

WITNESS: I would have to get the vouchers from the accountant. Could I send over and get them from the accountant?

MR. ELLIS: If you have not got the information on the file, you had better send out and get it. Perhaps you had better explain the whole situation to the Committee?

A. Some of the papers were weekly publications; some were daily publications. In the case of weekly publications, as I remember, there was only one publication. In the case of the daily publications, it was inserted on two occasions.

Q. In each one?

A. Yes.

HON. MR. ROEBUCK: Q. You sent them out on the 12th of September, 1934?

A. Yes.

Q. The publication would be the next publication after that date?

A. Yes.

MR. HEIGHTON: What date was that, Mr. Roebuck?

HON. MR. ROEBUCK: September 12th, 1934, was the date the advertisement was sent out.

MR. ELLIS: Q. Was the notice published as it was originally drawn or published as amended?

A. It was published as amended.

Q. As amended?

A. Yes.

Q. And that is in every case?

A. So far as I know, yes.

Q. I want you to be positive about that. I will remind you that the date when the tenders were returnable had been changed from the 4th of October to the 11th of October. Now, I want you to state definitely, if you can, if the notice as amended appeared in all these papers which you have mentioned as it was amended, and not as originally drawn?

A. Yes, it should be in all the papers as amended.

Q. In the original notice to contractors, the road is stated to be 31 miles long; is that not correct?

A. Yes.

Q. What was the width of the road?

A. 24 feet was to be the finished width.

Q. Now the tenders were returnable on what date?

HON. MR. ROEBUCK: He has already told you the 4th of October, and extended to the 11th.

WITNESS: 11th of October.

MR. ELLIS: Q. On what date were the tenders opened?

A. On October 18th.

Q. Were all of them opened on October 18th?

A. Yes.

Q. I would suggest that you look at certain of the tenders, and look at the back of them and make sure whether you are right in making that statement. Look at them all.

A. No, the date the tenders were opened was on October 16th.

Q. Every one of them?

A. Yes, every one of them.

Q. You were wrong in stating it was October 18th?

A. I mistook the figure for October 18th.

Q. Where were the tenders opened?

A. The tenders were opened in the Minister's office.

Q. Who were present when the tenders were opened?

A. Mr. C. H. Meader, the Assistant Chief Engineer; the Minister, myself and the Minister's secretary.

Q. What is the name of the Minister's secretary? Give the different names?

A. Mr. C. H. Meader, R. A. Campbell, P. F. Heenan and signed "Peter Heenan."

Q. Was anyone else present at the time the tenders were opened?

A. Yes, there were two secretaries from the front office.

Q. Were any of the contractors present who had put in bids?

A. No, none of the contractors were present.

Q. Were the amounts of all the tenders taken down by the secretaries at that time?

A. Yes.

HON. MR. ROEBUCK: That is not usual. I do not know what the implication in the question is as to whether the contractors were present. Are they usually present, witness?

WITNESS: No.

MR. ELLIS: Q. You can only speak from the time when you have been Deputy Minister of the Department?

A. Yes.

HON. MR. ROEBUCK: My friend has been asking questions as to a time long before this witness was there, and he cannot blow hot and cold at the same time. If the witness is capable of stating the practice previous to his engagement on one point, he is able to do it on another. I understand he has given us the practice in the Department; that it was not to call in the contractors when the tenders were opened.

MR. ELLIS: Q. How many tenders were received, Mr. Campbell? I want you to produce all the original tenders put in?

A. Seven tenders were received.

MR. ELLIS: Please produce the seven tenders and we will have them marked as exhibits.

THE CHAIRMAN: Are they all together, Mr. Campbell?

WITNESS: No.

MR. ELLIS: They are scattered all over.

THE CHAIRMAN: Would it be all right to put the whole file in?

MR. ELLIS: I have no objection, but I want to examine the witness on different tenders.

THE CHAIRMAN: Is it necessary to tear the whole file apart?

MR. ELLIS: No. The whole file might go in as one exhibit.

EXHIBIT No. 2: File containing seven original tenders.

MR. SCHWENGER: Mr. Chairman, I have had the witness prepare a complete statement analyzing each and every one of the bids, and if my friend could use that it might simplify matters considerably.

MR. ELLIS: Q. I will have the witness refer to the original tenders, and I will start with the tender of the James M. Davis Construction Company. Will you kindly look at that tender?

A. Yes, I have that tender.

Q. Was that tender considered by the Department? Before we proceed with the tender of the James M. Davis Construction Company, there is a question I want to ask you which I had overlooked. Endorsed on the back of the seven tenders are the signatures of those in whose presence the tenders were opened?

A. Yes.

Q. Now, in some cases the notation is dated October 16th, and in other cases there is no date. How do you explain that? Are you able to answer that question, Mr. Campbell?

A. There are dates on the back of all of these tenders.

Q. May I see them for a moment?

A. Yes, sir.

Q. Would you pick them out for me? Now, Mr. Campbell, you say that dates are on all of these?

A. Yes.

Q. And in all the cases except one the date is October 16th. In the case of A. Cope & Sons, Limited, the tender was opened on the 18th instant. How do you explain that?

A. Whoever wrote the date down must have put the wrong date on.

Q. Mr. Campbell, have you any knowledge as to when those dates were put on, because I might tell you very frankly that when I looked at those original tenders, many of them had no date on at all?

HON. MR. ROEBUCK: My friend, I suppose, is going to substantiate that—

THE CHAIRMAN: That is quite improper.

HON. MR. ROEBUCK: —and make the usual charge against somebody for having committed forgery, because that is what it amounts to?

MR. ELLIS: I am not.

HON. MR. ROEBUCK: That is what it amounts to. You are bringing a charge against the Department in whose custody these documents have been, that somebody having access to them has forged the date? And that is a serious charge to make against reputable officials.

MR. ELLIS: I am not making any such charge.

HON. MR. ROEBUCK: Why state it if you do not make it in the form of a charge?

THE CHAIRMAN: Have you any evidence to substantiate that statement? As a lawyer, you know it is quite improper for counsel to make a statement unless he is going to call evidence to substantiate it.

MR. ELLIS: I can give evidence on my oath.

HON. MR. ROEBUCK: If my friend is undertaking to go into the witness box to substantiate his statement, his position is secure, but if he is not prepared to go into the witness box, his position is entirely improper.

MR. ELLIS: All right, swear me.

HON. MR. ROEBUCK: No, you do not have to be sworn now; but this Committee requires your undertaking that you are going into the witness box to support your statement.

MR. ELLIS: Correct. I am going into the witness box now.

HON. MR. ROEBUCK: Not now.

THE CHAIRMAN: No, you are not.

MR. ELLIS: Well, whenever you wish.

Q. I notice, Mr. Campbell, and you will agree with me, I think, that the dates put upon the back of those tenders are in different handwriting. Is that correct?

A. Yes.

Q. What is your answer to that question?

A. When that was being written on, they were passed around from one to the other. Some wrote the date on and signed their names and passed it on to the next.

Q. Then the dates, as appearing on the back of the tenders, are in different handwriting?

A. Yes.

Q. Now we will deal with the tender of the James M. Davis Construction Company. Have you got the tender before you?

A. The James M. Davis Construction Company?

Q. Yes?

A. Yes.

Q. What was the total amount of their tender?

A. The total amount of that tender was \$896,114.35.

Q. That tender was not considered by the Department because no deposit cheque was received with the tender? Is that not correct?

A. Yes.

Q. Will you go next to the tender of the Hewitson Construction Company, Limited?

A. Yes.

Q. What was the total amount of that tender?

A. \$882,382.90.

Q. I want you now to tell us the amount bid by this company on each item as it appears in the tender form?

A. The Hewitson Construction Company, Limited?

THE CHAIRMAN: May I suggest, Mr. Ellis, that that information is now part of an exhibit. The information is there. Is there any particular item you want to discuss?

MR. ELLIS: Perhaps you are right, Mr. Chairman. That is a good suggestion. The members of the Committee have access to this particular tender, and they can examine it themselves, as they can do in the case of the other tenders.

Q. I want you to refer particularly to the item "Overhaul." What amount was bid for the overhaul by this company?

A. Overhaul? One and one-half cents.

Q. Per cubic yard?

A. Per cubic yard, yes.

Q. You might explain to the Committee what is meant by overhaul. I would ask the Committee to pay particular attention to the fact that this company bid one and a half cents for the overhaul.

HON. MR. ROEBUCK: May I ask if there is any amount or quantity stated with respect to the price?

WITNESS: 600,000 cubic yards.

MR. ELLIS: I will bring all those things out, Mr. Attorney-General. I proposed to do that.

Q. Would you kindly explain, Mr. Campbell, to the members of the Committee what is meant by overhaul?

A. Overhaul is a unit of haul.

Q. You will have to explain that a little better to laymen. I would suggest that you try to avoid technical language?

A. Overhaul is a unit of haul expressed in hundreds of feet per cubic yard.

Q. Could you enlarge upon that, Mr. Campbell?

A. One cubic yard of any material excavated, yielding 100 feet, becomes one cubic yard of overhaul, beyond the 300 feet free haul limit.

Q. In short, within 300 feet the contractor is not entitled to any overhaul?

A. No.

Q. And he must do that at his own expense?

A. Yes.

Q. Over the 300 feet he is entitled to one and a half cents per cubic yard, per 100 feet, for any material which he brings to the road?

A. Whatever price he bids.

Q. In this case, one and a half cents?

A. Yes.

Q. We will deal next with the tender of Chambers, McQuigge & McCaffrey Company, Limited?

A. Yes.

Q. What was the amount of the bid by this company?

A. 3 cents per cubic yard.

Q. No, no. What was the total amount bid by this company?

A. \$1,024,647.55.

Q. What was the bid of this company for the overhaul?

A. 3 cents per cubic yard.

Q. I would ask the Committee to note the figure of 3 cents per cubic yard. Would you turn next to the tender of the Assiniboia Engineering & Construction Company?

A. Yes.

Q. What was the amount of the bid of this company?

A. The figures submitted by the company itself were \$797,661.43, but in their calculations they had made an error of \$100.03.

Q. Which way?

A. Too much. The corrected bid should read \$797,561.40.

Q. How much did this company bid on the overhaul?

A. 3 cents per cubic yard.

MR. ELLIS: I would ask the Committee to note that figure of 3 cents per cubic yard.

Q. Turn next to the tender of Angus & Taylor, Limited?

A. Yes.

Q. What amount did this company bid?

A. \$758,654.50.

Q. What did they bid for the overhaul?

A. 5 cents per cubic yard.

MR. ELLIS: I would ask the Committee to note the figure of 5 cents per cubic yard.

Q. Will you turn now to the tender of Johnson Bros. Company, Limited?

A. Yes.

Q. What was the amount of their bid?

A. \$698,759.40.

Q. What was their bid on the overhaul?

A. 2 cents.

MR. ELLIS: I would again ask the Committee to note the figure of 2 cents per cubic yard.

Q. Now let us turn to the tender of the Dufferin Paving Company, Limited. What was the amount of their bid?

A. \$689,296.02.

Q. What was their bid on the overhaul?

A. 10 cents per cubic yard.

MR. ELLIS: I would ask the Committee to note the figure of 10 cents per cubic yard.

Q. Those are all the tenders that were submitted?

A. Those are all the tenders that were submitted.

Q. The estimated quantities of materials were all the same in each tender?

A. The estimated quantities of overhaul were similar.

Q. That is not the question I asked you. The estimated quantities of everything were the same in all the tenders?

A. Yes.

Q. In other words, the tenderers all bid on exactly the same contract, or exactly the same estimated quantities of material?

A. Yes.

Q. And that applies also to the overhaul?

A. Yes.

Q. What was the estimated quantity of the overhaul on which all the tenderers bid?

A. 600,000 cubic yards.

Q. Now, the original notice to the contractors called for tenders on 31 miles of road, did it not?

A. Yes.

Q. What amount of road did the tenders themselves call for?

A. Approximately 33 miles.

Q. Are you sure it is 33 miles?

A. Yes; on this tender form.

Q. What is the amount of mileage that the tender calls for? Is it 33 miles or is it 35 miles?

A. 35 miles.

Q. And the notice said "31 miles"?

A. And the notice said "31 miles."

Q. What explanation do you give as to why the notice to the contractors called for tenders for 31 miles and the tender form itself called for tenders for 35 miles?

A. The engineer, in estimating or in surveying, had covered a portion of the work being done by day labour at that time and his plans showed that proportion.

Q. His plans showed what mileage?

A. 35 miles.

Q. Pardon?

A. 35 miles.

Q. In any event, the fact remains that while the published notice to contractors called for tenders for 31 miles, the tenders themselves called for the construction of 35 miles?

A. Yes.

THE CHAIRMAN: Do I understand that correctly; that owing to some new

information obtained between the time tenders were advertised for, and the time tenders were actually made, 4 miles were added?

WITNESS: No. It was a clerical error on the part of the clerk who prepared the tender form.

Q. But they all bid on the same amount of mileage?

A. They all bid on the same mileage.

HON. MR. ROEBUCK: They all bid on the same quantity?

WITNESS: Yes.

Q. Whether the mileage was the same or not?

A. Yes.

MR. BELANGER: Q. Did they bid on 35 miles or on so much a mile?

A. They all bid on the same.

HON. MR. ROEBUCK: Q. Were the quantities which were bid on figured on a basis of 31 miles or on a basis of 35 miles?

A. On a basis of 31 miles.

Q. So that when it was discovered there were 35 miles involved, the clerical error did not change the substance of the bid?

A. Yes.

MR. ELLIS: Q. Is it correct to say, Mr. Campbell, that it was a clerical error in stating 31 miles in the original notice to the contractors when it should have been 35 miles?

A. No. It was the intention of the Department to contract the work that had not been touched by day labour.

Q. And that was 35 miles?

A. No; that was 31 miles.

Q. I am still not clear in my mind as to why the tender forms stated 35 miles instead of 31 as sent out in the notice to the contractors?

A. The engineer in writing, in reference to the work, to the contractors, mentioned the fact that there was 35 miles in the plans. 31 miles had not been touched, and on the other 4 miles day labour gangs were working. His recommendation was that only the section that was untouched should be let by contract.

Q. That was the 31 miles?

A. Yes.

Q. As a matter of fact, you subsequently decided to take in the other 4 miles and have that done by contract too, did you not?

A. Yes.

THE CHAIRMAN: So they all bid on the same quantity of material?

A. Bid on the same basis, yes.

MR. ELLIS: Q. As a matter of fact, to clear the issue a bit, all the tenderers bid on 35 miles?

A. No, they did not bid on any specified mileage. They bid on a certain quantity of material.

Q. I would refer you to the tender forms and to what appears at the top in every single case, and you can tell me whether I am correct or incorrect, that what appears on the top of the tender forms is for contract No. 21, 35 miles of grading on the Kenora-Fort Frances Highway from the end of the existing grade, approximately 33 miles south of Kenora to a point 68 miles south of Kenora. That is 35 miles, is that not correct?

A. Yes.

HON. MR. ROEBUCK: That is, you read it correctly, true.

MR. ELLIS: And that is what they all bid on, 35 miles?

WITNESS: No, they never bid on the mileage, in any event.

Q. Let us get this clear. What I have read appears at the top of every tender submitted by the seven tenderers, does it not?

A. Yes.

Q. And bidding for 35 miles of grading on the Kenora-Fort Frances Highway?

A. Yes.

HON. MR. ROEBUCK: I think my friend, Mr. Chairman, is misleading the Committee and intending, probably, to mislead the members.

MR. ELLIS: Mr. Chairman, I have a lot of patience, but as a member of this Committee I am not going to sit here and hear the Attorney-General making all the insinuations that he chooses to make.

HON. MR. ROEBUCK: May I show the document to the members of the Committee? You will observe here, "for 35 miles of grading on the Kenora-Fort

Frances Highway in the Township of"—blank—"from the end of the existing grade approximately 35 miles south of Kenora"—

MR. ELLIS: 33 miles.

HON. MR. ROEBUCK: Yes, "33 miles south of Kenora, to a point approximately 68 miles south of Kenora." Is that a correct description of the road that was to be worked on, approximately 33 miles south of Kenora to a point approximately 68 miles south of Kenora?

WITNESS: That is, as it distinctly states, an approximate location of the work.

Q. And does the description here of the road to be worked on correct any misunderstanding there might be in the 35 miles?

A. I do not quite understand that.

Q. You have located the exact road that you are going to take quantities out of or put into, have you not?

A. Yes.

Q. By stating it starts 33 miles south of Kenora and goes approximately 68 miles south of Kenora?

MR. ELLIS: Which is 35 miles.

MR. SCHWENGER: Approximately.

WITNESS: Approximately.

THE CHAIRMAN: As I understand it, everything was fair. All the tenderers had an equal chance, regardless of whether it was 31 miles or 35 miles. Everyone tendered on the same amount of work.

MR. ELLIS: That is correct, Mr. Chairman, but I wanted to make that clear; that the original notice was for 31 miles and the tenderers were actually for 35 miles.

MR. CARR: Four miles are in question. Where would the location be? Is it at one end, or in the middle?

WITNESS: There is a short section on either end.

Q. On either end?

A. Yes.

MR. GLASS: What is the point? What is in Mr. Ellis' mind?

HON. MR. ROEBUCK: There is no point.

MR. ELLIS: Would you expect me, Mr. Glass, as counsel for the Opposition, to tell you?

MR. GLASS: I have not seen any offence.

MR. ELLIS: That might be your mental defect, or my mental defect.

MR. GLASS: Probably yours.

MR. ELLIS: We will agree that it is.

THE CHAIRMAN: Please, gentlemen! Will counsel in charge of the examination continue, subject to any right of opposing counsel to interrupt or to clear up a point in dispute; otherwise we will never finish.

MR. ELLIS: Mr. Chairman, I should not be asked silly questions like "What is in my mind?"

THE CHAIRMAN: Well, let us forget about it.

MR. ELLIS: Q. Mr. Campbell, would you produce the preliminary plans that were prepared prior to the calling of tenders? I want those filed as an exhibit.

THE CHAIRMAN: These plans are the preliminary plans?

WITNESS: Yes.

THE CHAIRMAN: The preliminary plans will be filed as Exhibit 3.

EXHIBIT No. 3: Preliminary plans.

MR. ELLIS: Q. Now, would you produce the preliminary information supplied to the contractors, and specify each item of the preliminary information as you produce it?

A. What do you mean by preliminary information?

MR. HEIGHTON: The definitions and the various forms and specifications for grading.

MR. ELLIS: The information that was available to contractors before they tendered.

WITNESS: Do you mean that part that later became incorporated in the contract?

Q. Yes. Would you tell the Committee what is contained in the preliminary information supplied by the contractors?

A. Do you mean the notice to bidders?

Q. Just give us the headings of the different ones?

A. This contract form is made up of a copy of the notice to contractors inserted in the Press, the contract itself, a list of definitions as to the different items in the contract, the Minister, the Engineer, the contractor and so on, the Department Inspectors and plans, and general conditions governing the contract; also the specifications.

Q. What else? There are a variety of amendments to the original contract. Would you please identify them?

MR. HEIGHINGTON: By number.

WITNESS: Form 6A.

MR. ELLIS: Q. What did that cover?

A. Classification of material.

Q. That was a clause to be added to the specification for grading, is that not correct?

A. Yes.

Q. Will you identify each one of them in a similar manner?

A. Form 6B, clause to be added to the specifications for grading. Form 6C, clause to be added to the specifications for grading. Special form No. 10, specifications for timber culverts. Special form No. 12, specifications for cross waying. Form 13C, specifications for close cutting, grubbing and burning.

MR. ELLIS: I think you have left out form 4E, clause to be added to the general conditions, which is one of the vitally important ones.

MR. HEIGHINGTON: It is the first one after the original contract.

WITNESS: Form 4E?

MR. ELLIS: Q. What is that?

A. Clause to be added to general conditions.

HON. MR. ROEBUCK: General conditions?

A. Yes.

MR. ELLIS: Q. You have left out the information to bidders, have you not, form 8?

A. I think I mentioned that first.

THE CHAIRMAN: You are putting these in as an exhibit, are you, Mr. Ellis?

MR. ELLIS: Yes.

MR. HEIGHINGTON: We are going to refer to them in detail.

HON. MR. ROEBUCK: What is meant by amendments to this form? As I see the form before me, it is merely the striking out of certain words that are printed in the usual form to make it conform to this special contract. It is not a contract that had been drawn and later changed, but rather a method of preparation of the particular contract in question.

MR. HEIGHINGTON: We simply want these additional amendments and further clauses brought out in detail, because we will refer to them later.

MR. ELLIS: That is the only reason, Mr. Chairman.

THE CHAIRMAN: Is this in now?

MR. ELLIS: That completes it; yes.

MR. COLTER: The document speaks for itself. It is in the exhibit.

MR. ELLIS: Yes.

Q. Now I want you to open up the preliminary survey and tell the Committee what that preliminary survey shows.

A. Do you mean the plans?

Q. The preliminary plans. And I want you to explain to the gentlemen of the Committee what the preliminary plans show?

A. This is a preliminary plan of a survey.

THE CHAIRMAN: Will all those who are determined to talk and who refuse to listen to the evidence kindly step outside so that the members who want to pay attention can hear? I cannot hear myself. If anyone has the urge to talk, let him talk outside, so that inside we can hear the witness.

WITNESS: This is a location plan of the road in question. The different lines represent the different topographical features of the country through which the survey is being made. These (indicating) are the contours. The centre line is shown, with the mileage attached. The mileage is in these larger circles. The outer lines represent the proposed boundary of the road allowance. Certain notations are made on the plan at the time of the survey by the Engineer—spruce, cedar, swamp, dry cedar.

MR. ELLIS: Q. If I may interrupt, is the extent of the swamp shown, or the extent of the cedar bush?

A. It will be shown on the profiles.

Q. But it is not shown on this plan?

A. Not in definite measurements. It can be taken off by scaling the distances between the points referred to on the plans, as the plan is on a scale, in this instance, of 1 inch on the plan representing 200 feet on the ground.

Q. So the contractor could, from this preliminary plan, ascertain the amount of swamp or muskeg, and so forth, all along the road?

A. Yes. The contractor should go over the work he is bidding on before his tender is made.

HON. MR. ROEBUCK: That is his responsibility.

WITNESS: That is his responsibility, yes.

MR. BELANGER: Q. Could he estimate the amount of work he would have to do along that road?

A. No, not to an exact degree.

MR. SCHWENGER: Q. Who does that estimating?

A. The engineers that make the preliminary survey make an approximate estimate from having gone over the ground. But it is impossible to make anywhere near an accurate estimate. The country is all covered with bush and swamp. The original centre-line is very narrow. It is only a matter of a foot or two wide. These engineers attempt to estimate approximately only on a section of a country he does not even see.

Q. What do you mean by "on a section of the country he does not even see?"

A. Off the centre-line where the bush is cut out to run the survey through.

Q. What you mean is that he cuts enough trees out in order to see through sufficiently for a survey of the rest of the right-of-way, as the balance would still be covered with trees?

A. Yes.

MR. ELLIS: Q. Is there anything else you want to add, Mr. Campbell, that you think might be of benefit to the Committee?

A. No.

Q. Was any aerial survey made by the Department?

HON. MR. ROEBUCK: Q. Did the contractors, when they looked over the job, have plans in front of them?

A. Yes, these plans were furnished the contractors at the time of the information.

Q. Then they knew all that you had record of at the time?

A. Yes.

MR. ELLIS: I asked him to produce all the information which was available to the contractors, and he has produced it. He is starting in on the first of those productions.

HON. MR. ROEBUCK: Yes.

MR. ELLIS: Q. Was any aerial survey ever made by the Department of Northern Development of this proposed road?

A. Not after I took office.

Q. Was it made before you took office?

A. I do not know.

Q. Have you ever seen one?

A. No, I have never seen one.

Q. Do you believe there is one?

A. No, I do not think so.

Q. Is not an aerial reconnaissance a usual thing?

A. Yes, at the present time we are making an aerial survey of a number of the roads we intend to survey later.

Q. So you agree that, as a matter of good policy and wisdom on the part of the Department, to have, as a first step, an aerial reconnaissance, is advisable?

A. In certain sections of the country; yes, sir.

THE CHAIRMAN: To a layman like myself it would not be of much use, I would assume, but you say it is a practice that is of value?

WITNESS: Oh, yes.

MR. HEIGHINGTON: Your military experience ought to tell you that.

MR. ELLIS: Q. The mileage shown on this preliminary plan is 35 miles, approximately?

A. Yes.

HON. MR. ROEBUCK: I would like to clear up this point about the aerial survey. Was this road under construction at the time the contract was let, I mean the general road from Emo to Kenora?

A. Yes, there had been constructed there 100 miles approximately, I would say.

Q. So that the place where the road was to be built was by that time settled? You were not choosing a new location for the road?

A. Not in a general way; no. Both ends of the road were already established.

Q. 31 or 35 miles distant, one from the other?

A. Yes.

Q. It was merely a matter of drawing the shortest and best line between those two points?

A. Yes.

Q. If you were choosing where you were going to build a road proposed in an area of 100 square miles, would your aerial service be then of more value than when you were tied down to two points 35 miles distant one from the other?

A. Oh, yes, it would be of far greater assistance on a complete, new road.

Q. Finding a new road?

A. To determine the general route.

Q. And determining the quantities to be removed in the contract is another thing, is that not right?

A. Yes.

Q. It will help you to choose the location of a road. Will it help you to find out the quantities of gravel and rock, and the rest of it, that is to be removed?

A. No, no, it would not be of any assistance.

Q. Would it in any way assist you to set profiles?

A. No, it would never assist.

Q. Would an aerial survey under these circumstances be of material value to you?

A. Not on that particular road, no.

MR. ELLIS: Q. Nevertheless, you agree that an aerial survey is, in your opinion, a wise thing to have?

HON. MR. ROEBUCK: He said under some circumstances.

MR. ELLIS: I am coming to that.

WITNESS: In certain sections of the country, yes.

Q. It would have done harm in this case?

HON. MR. ROEBUCK: It would have done harm to the exchequer.

WITNESS: I do not think it would have done any particular good in this case.

HON. MR. ROEBUCK: Q. Are these surveys cheap, witness? They cost money?

A. They cost money.

Q. They cost money. So that if they do not do any good, and they cost money, they do harm?

MR. ELLIS: Are we arguing the case now, Mr. Chairman?

HON. MR. ROEBUCK: We are clearing up points about which you are leaving a great deal of uncertainty.

MR. ELLIS: Q. Mr. Campbell, in this case you had to make an actual survey as to the location of these particular 35 miles, did you not?

A. Yes. That survey was under way before I took office.

Q. And completed after you took office?

A. It was completed just about the time I took office.

Q. What preliminary estimates, or perhaps we had better come back to the profiles. Let us produce the profiles.

A. That is, the preliminary profiles?

Q. The preliminary profile. Will you explain to the Committee what is shown on the preliminary profiles which were available to the contractors before they tendered?

THE CHAIRMAN: Is that to be marked as an exhibit?

MR. ELLIS: All the profiles are to be marked as an exhibit.

EXHIBIT No. 4: Preliminary profiles.

MR. ELLIS: Q. I would ask you, Mr. Campbell, to explain in a very general way to the members of the Committee what the plans show?

A. This is a profile of a section of road, a portion of the section in question. The white lines represent the ground, the actual ground. This is on a scale of 200 feet equalling 1 inch horizontally. I think in this particular profile 10 feet

equal 1 inch vertically. Yes, 10 feet equal 1 inch vertically. After the levels are run during the actual survey, the ground line is plotted on that scale, and the engineer lays down a temporary line from which he attempts to estimate the quantities. There is scaled off a profile on the preliminary estimate. This has a description of the country through which the survey is run. This states balsam, 2 to 6 inches in size; birch, 4 to 7 inches, and so on; rock, earth, sand, dry swamp, rock to the side of hill to right, rock outcrops and boulders, and a general description of the country through which the line is run. There is a line to represent the centre-line of the road as shown on the plan, for the engineer's own information. These (indicating) represent the mileage.

Q. I think that will do, Mr. Campbell. Now, from the information supplied to the contractors; that is, the plans and general information,—the contractor should be in a very good position to make a reasonably accurate estimate as to what work had to be done on the road.

A. No, I would differ from you there. I do not think anyone, before the work is actually under construction, can estimate the amount of work to be done.

Q. You do not think they can?

A. Not accurately, no.

Q. Within what percentage could they estimate it from the information which you supply to the contractors?

A. It will all depend on the type of country through which the survey is made.

Q. But we are talking of this particular road?

A. I would not like to hazard a guess on that.

Q. No guess at all?

A. No.

Q. Could they guess it within 50%, do you think?

A. So much depends on what happens when the work is being performed, such as running into quicksand, or running into lakes and running into rivers, and so on.

Q. Could your Department, from the information which it had, make an approximate estimate as to the cost of this road?

A. Very, very approximate.

Q. Very, very approximate?

A. Yes.

Q. So when you call for tenders, you can only make a very, very approximate estimate as to the cost of the road?

HON. MR. ROEBUCK: Q. Witness, can you see through mud and solid rock, and that sort of thing?

A. No.

MR. ELLIS: Do you think he should be permitted to answer your question first, Mr. Attorney-General?

WITNESS: The estimate would be something like this: that this road should be built for \$30,000 a mile, or that this road should be built for \$50,000 a mile, or \$60,000.

Q. That is as near as your Department was able to go in this case before you called for tenders?

A. Yes, that was about as close.

Q. I want you to produce a copy of a letter from C. Tackaberry to C. H. Fullerton, dated September 11th, 1934, which was the day before the date of the notice to contractors calling for tenders?

A. September 11th, 1934?

Q. Yes. I would like that filed as an exhibit. I want to read the letter aloud to the Committee. This, I may tell the Committee, is a letter written one day before the date of the notice to contractors calling for tenders.

THE CHAIRMAN: Mr. Ellis, it might be well to mark that as part of Exhibit 2. You might mark it as Exhibit 2-A.

MR. ELLIS: Yes, I want to identify it in particular. I want to read the whole letter to the Committee. This, I repeat, was one day before the notice was sent to the contractors to submit tenders for this job.

EXHIBIT 2-A: Letter dated September 11th, 1934, from Mr. C. Tackaberry to C. H. Fullerton.

MR. ELLIS: This letter reads as follows:—Perhaps you, Mr. Campbell, had better read this letter.

WITNESS: This letter reads:—

“C. H. Fullerton, Esq.,
“Deputy Minister,
“Department of Northern Development,
“Parliament Bldgs.,
“Toronto, Ontario.

“Dear Sir:

“RE PROPOSED CONTRACT WORK—FORT FRANCES
HIGHWAY—MILEAGE 5 TO MILEAGE 38.

“Enclosed herewith please find estimated quantities on proposed contract work, Kenora—Fort Frances Highway—Mileage 5 to 38. From 0/00 to Mileage 5, chainage starts at the end of the grade approximately thirty miles south of Kenora, we have two camps in operation, namely,

2-B-3, which will complete their section "about the latter part of October, and 2-B-2, which will have sufficient work to operate all winter.

"Mileage 38 is equal to Mileage 13 on the Fort Frances end as the chainage on the Fort Frances and starts at Nester's Falls. In conversation with Mr. Lyons, District Engineer at Fort Frances, a few days ago, he advised that he would like to continue to Mile 15 as he had a camp to be moved in the very near future and if he were allowed to construct to Mile 15 this would give him sufficient work for his day labour gangs during the winter. If you allow Mr. Lyons to construct to Mileage 15, this will reduce the proposed contract mileage to two miles. It will then be from Mileage 5 to Mileage 36. However, as this is a matter entirely for Head Office to decide, I have included the quantities through to Mileage 38 so that in any event you would have the information.

"Under separate cover I am to-day forwarding tracing and profile from Mileage 8.5 to Mileage 24.5. The plan from Mileage 5 to Mileage 8.5 is at Head Office and the profile of this will be forwarded to-morrow. The survey from Mileage 24.5 to Mileage 38 is being rushed to completion—"

Q. Read that slowly.

A. "—and if weather conditions permit, the survey will be completed in about ten days and it will only be a matter of a couple of days after the survey is finished we will be able to forward you the tracing and profile. We have endeavoured to get these quantities out as quickly as possible, and they should only be considered as approximate, but should give the bidders a very good idea as to what quantities may be expected on this work."

Q. And the notice to contractors—

MR. SCHWENGER: There is more of that.

MR. ELLIS: I am sorry. Will you continue?

WITNESS: "In connection with the quantities under the heading of Earth Excavation, this includes material removed from cuts and ordinary grading such as material removed from side ditches. Under the heading of ditching, the quantities include ditching in muskeg such as off-take ditches, etc. Quantities under the heading of Clay Surfacing, this is material which is to be used for the covering of rock fills, sand and muskeg. In this respect I believe that it will be advisable to specify that up to a certain distance only earth excavation prices will apply, and over a certain haul, clay surfacing prices to apply.

"The quantities have been figured on the grade being staked twenty-six feet in width, although it may be classed as a twenty-four foot roadway. I have found that if the road is only staked twenty-four feet, the shoulders in some instances slide and when our road is completed we just have the bare twenty-four feet and in some cases less, whereas by staking it out twenty-six feet, when the road is finished we have the full twenty-four feet in width. However, this is only a suggestion and it will make very little difference in the quantities."

MR. ELLIS: Q. So, on the 11th of September, 1934, even the survey of Mileage 24.5 to 38 had not been completed?

A. Not at the time this letter was written.

Q. Which was the 11th of September, 1934?

HON. MR. ROEBUCK: May I, Mr. Chairman, clear up the confusion with regard to the date of that letter? My friend has told the Committee to note that the letter was written on the 11th of September, and to note that the advertisement, or the notice of the job, is dated the 12th of September, so that the letter is one day ahead of the notice or advertisement. Now, tell me, witness, how long it takes for a letter to get from Kenora to Toronto?

WITNESS: If this got the Kenora mail the night it was written, it would be in Toronto on the 13th.

Q. That is, it would be received in the Department after the notice went out and not before?

A. Yes.

MR. ELLIS: I am quite willing to admit that.

HON. MR. ROEBUCK: Why the point about it being written one day before the notice?

MR. ELLIS: I am not going to tell you, but I will disclose the reasons as I go along.

HON. MR. ROEBUCK: I am assuming there was some point that you were trying to make.

MR. HEIGHINGTON: There is some point.

HON. MR. ROEBUCK: And you were trying to make it on a false basis.

MR. ELLIS: I am not trying to make it on a false basis.

HON. MR. ROEBUCK: Or an incorrect basis.

MR. ELLIS: Not an incorrect basis either. Mr. Attorney-General, do try to be fair occasionally, even if it hurts.

Q. Now, Mr. Campbell, on the 11th of September, 1934, the survey from Mileage 24.5 to Mileage 38, which is 13½ miles, had not been completed?

A. Yes.

Q. And according to the letter it could not be completed until about ten days later?

A. Yes.

Q. According to that letter, the Department had been hurrying up the estimates which were prepared in a hurry?

A. Yes.

Q. And were only very approximate?

A. Yes, very approximate.

Q. The notice to the contractors was published on what date? I have forgotten the date?

HON. MR. ROEBUCK: 12th of September.

WITNESS: 12th of September was when it was sent out.

MR. ELLIS: No, that is the date of the notice. I want to go back to the date when the notice was published in the Press?

A. Those would be various dates. For example, the Kenora Miner would be published on Thursday.

Q. What Thursday?

A. This is only an example.

Q. Give us an approximate date. What I am after, to be frank, is some idea as to how long after the 11th of September the notice to contractors was published in the public Press?

A. In the first issue after the notice was sent out, after the 12th.

Q. When do you think that would be?

A. It would be some day during that week, or possibly the next week.

Q. In the case of the Toronto papers, when would it likely be published?

A. I think they go to press on Wednesday or Thursday, the trade journals.

Q. Approximately what date in September would that be?

A. It would be about the 14th or 15th of September.

HON. MR. ROEBUCK: This is just a guessing contest as to when the newspapers come out.

MR. ELLIS: I am not making any guesses; I am asking questions.

HON. MR. ROEBUCK: You are asking him to guess.

MR. ELLIS: Then I will ask the witness to get the dates and produce them before the Committee, which he should have had in his possession.

HON. MR. ROEBUCK: I do not think he should have had that information at all unless you subpoenaed him to get it.

MR. ELLIS: If the Attorney-General will refer to the resolution, he will find that everything is included.

HON. MR. ROEBUCK: It is everything he has in his possession or under his control, and not publications.

THE CHAIRMAN: Does the Department keep copies of the advertisements in the different papers?

WITNESS: The actual copies of the advertisements will be in the Auditors' Office, I think.

MR. ELLIS: They are specifically mentioned in the Resolution. However, we will have them brought before the Committee at a later date.

Q. Now, will you produce the preliminary estimates as to quantities made by the Department prior to the calling of tenders? I want that filed as an exhibit.

MR. COLTER: It is an exhibit now.

MR. ELLIS: I want to identify that under Exhibit 2-B.

THE CHAIRMAN: How would you describe it?

MR. ELLIS: Preliminary estimates.

THE CHAIRMAN: Has it any technical term?

WITNESS: No. "Preliminary estimate" will cover it as well as anything.

EXHIBIT 2-B: Preliminary estimate.

MR. ELLIS: Q. Is that the only estimate that was made by the Department prior to the calling of tenders?

A. The only estimate of quantities?

Q. Yes?

A. So far as I know, yes.

Q. When was that made?

A. September, 11th, 1934.

Q. Then the preliminary estimates were made prior to the completion of the survey?

A. Yes.

MR. ELLIS: Mr. Chairman, in this case I am going to ask the witness to state to the Committee the approximate quantities of each material as set out in the preliminary estimates.

THE CHAIRMAN: You mean the various materials?

MR. HEIGHINGTON: Yes.

MR. ELLIS: And at the same time compare them with the estimated quantities set out in the tenders.

MR. COLTER: You cannot do both at once.

MR. ELLIS: We will take them separately. What I had in mind, Mr. Chairman; that there is a great divergence—

MR. COLTER: You can call attention to that afterwards.

MR. ELLIS: I thought it would simplify matters, from the point of view of the Committee, if the witness told the original estimates of the Department for each item and, at the same time, gave the corresponding item in the tender form.

MR. CHAIRMAN: That is all right.

WITNESS: The tender forms are prepared as a routine by the Draughting Department, and how they derive their figures I do not know. This estimate would be received in the Toronto Office, turned over to one of the draughtsmen, and he would prepare a tender form from one of the figures.

MR. ELLIS: Mr. Chairman, I would like your ruling as to whether it would not simplify matters if, as the witness gives the item set out in the preliminary estimates, he, at the same time, gives the corresponding item in the tender form; then it would be in concrete form for the benefit of the Committee?

THE CHAIRMAN: That is quite fair.

MR. ELLIS: He can get the tender for the Dufferin Paving Company and give the items in the preliminary estimates and as they are set out in the tender form.

MR. COLTER: I have one of the tenders here with the estimated quantities on, and he could use that without looking at each one of the tenders.

MR. ELLIS: He can take any one of the tenders.

HON. MR. ROEBUCK: As a matter of fact, Mr. Chairman, this is all a matter

of record. These documents speak for themselves, and all my friend is asking him to do is to be a reader of documents. He is not asking for evidence now at all. Anyone can take these two forms, look at them, and compare them. That is a matter for the Committee.

MR. ELLIS: As a matter of fact, the Attorney-General knows full well that each member of the Committee is not going to plough through the tender forms and these estimates and come to a conclusion. I wish to have it all before you in a concrete way, so that you can follow the evidence accurately. Surely no harm can be done by carrying it out in that way.

THE CHAIRMAN: To save a lot of time, you probably have the information that you desire to get from this witness, as part of the exhibits before the Committee. If you have the corresponding figures, why not read them to the Committee, and in that way save a lot of time?

MR. ELLIS: If there is any trouble about the witness reading them, I will read them. I have not got the information, but I know it is there.

WITNESS: In the first column is the mileage.

MR. ELLIS: You are reading from the preliminary estimates?

A. Yes. You just want the total quantities as shown in the preliminary estimates?

Q. Correct.

A. Clearing 263 acres.

Q. What is shown in the tender?

A. Clearing, 279 acres. Grubbing, 263 acres.

Q. What is shown in the tender?

A. 209 acres.

Q. You might explain that that is acres?

A. Yes, this refers to acreage on the clearing and grubbing. Earth excavation, cubic yards—

Q. You might say regarding each item, "Preliminary estimate" and then "Tender."

A. Preliminary estimate, 150,736.

HON. MR. ROEBUCK: Q. What is that?

A. 150,736; and below that, 9,000.

MR. ELLIS: He did not say "tender."

WITNESS: There is another set of figures here.

Q. All right.

A. 9,136. On the tender form, 298,436 cubic yards. On the rock excavation, on the preliminary estimate, 177,602 cubic yards. In the tender form—

HON. MR. ROEBUCK: The rock excavation, did you say?

A. Yes, 177,602 cubic yards.

THE CHAIRMAN: And the tender?

A. On the tender form it is 216,854 cubic yards. Corrugated iron pipe, 591 feet of 18-inch on the preliminary estimate, and the same on the tender form. 312 feet of 24-inch on the preliminary estimate, and the same on the tender form. 30-inch pipe, 120 feet on the preliminary estimate, and the same on the tender form. 36-inch pipe, 342 feet on the preliminary estimate—

MR. HEIGHINGTON: The 36-inch pipe is not mentioned in the tender.

WITNESS: No, there is no 36-inch pipe on the tender form.

MR. HEIGHINGTON: The next thing is the end walls.

WITNESS: The number of dry masonry end walls would be estimated possibly in the Toronto Office. There is generally one of these placed at the end of the culverts.

MR. ELLIS: Q. Is there anything with regard to dry masonry and end walls and pipe culverts in the preliminary estimate?

A. No.

Q. What is shown in the tender form?

A. 210. Timber culverts, on the preliminary estimates, 955,400 f.b.m.. and the same on the tender form.

HON. MR. ROEBUCK: F.b.m.?

WITNESS: Feet board measure.

Q. And the same on the tender form?

A. The same on the tender form. On the preliminary estimates, gravel 49,500, and nothing on the tender form. That is for cubic yards. Clay surfacing on the preliminary estimate, 118,580 cubic yards, and nothing on the tender form. Ditching, cubic yards—

MR. ELLIS: Q. Ditching and muskeg, is it not?

A. Just ditching.

Q. All right, go on.

A. 34,376 cubic yards. Ditching was not shown as an item on the tender form.

Q. Ditching and muskeg was item 14?

A. Oh, yes.

Q. Would you read the figures for that?

A. Ditching and muskeg, 45,470 cubic yards.

HON. MR. ROEBUCK: What was that figure?

A. 45,470.

MR. ELLIS: Q. Will you continue, please?

A. That is all the figures shown on the engineer's field estimate.

Q. That is all?

A. Yes.

Q. There is no estimate for close cutting?

A. No estimate for close cutting.

Q. Or the various items from 15 to 25 set out in the tender form?

A. No, there is no estimate for those.

Q. There was no estimate, then, for the overhaul?

A. No estimate for the overhaul.

Q. Nor for the remaining ten items set out in the tender form?

A. No.

Q. Do you know if any estimate was ever made as to those ten items?

A. That would be a routine proceeding in the draughting room.

Q. But there is nothing on record showing that any accurate estimate was made on those ten items?

A. No. There is nothing on the records here to show that.

Q. Would you produce the contract with the Dufferin Paving Company, Limited, dated October 18th, 1934? By the way, I want to ask you another question; did the Department ever make a preliminary estimate as to the cost of this work?

A. No. At that time the work was being done by day labour, and it was practically impossible to estimate the cost.

Q. This work was not being done by day labour?

A. The cost depends so much upon the conditions. I think Mr. Heenan and I had discussed it in a general way.

Q. But in any event, no estimate was made by the Department of Northern Development as to the cost of this proposed road? What do you say, Mr. Campbell?

A. No, there was no definite estimate.

Q. Have you any reasons to give? I do not mind you giving them now at all.

A. Well, this work is not ordinary contract work. The contractor was obliged to use the unemployed in the district, or any unemployed that would be sent in there from any part of the Province outside of the key-men.

HON. MR. ROEBUCK: And to pay them what?

A. To pay them a minimum wage of 35 cents an hour.

MR. ELLIS: Q. Is that mentioned in the contract?

A. Yes, I think there is a clause in the contract.

MR. HEIGHINGTON: Yes, there is a clause about hiring day labour.

HON. MR. ROEBUCK: I would like to clear up two differences of an outstanding—

MR. ELLIS: Mr. Attorney-General, if you do not mind, I have not quite finished with this one point. Would you refer to the clause you mentioned requiring the employment of outside labour or relief labour? Perhaps I will put it this way—

A. It is generally a formal clause in the contract.

Q. I think you will agree with me that there is nothing in the contract requiring the payment of 35 cents per hour. If there is, show it to me?

A. Yes.

MR. COLTER: "Contractors shall pay all men employed by them at least the local prevailing rate of wages in all classes."

MR. ELLIS: But there is nothing about 35 cents an hour.

MR. COLTER: That is what he paid them, anyway.

HON. MR. ROEBUCK: That was understood.

WITNESS: Just about that time that the 35 cents an hour rate was set for work on the contracts.

Q. In that locality?

A. Yes.

HON. MR. ROEBUCK: I think we can safely assume that 35 cents an hour was paid.

MR. ELLIS: I want the original contract marked as a special exhibit.

HON. MR. ROEBUCK: Are you going into the Dufferin Paving Company contract?

MR. ELLIS: Yes.

HON. MR. ROEBUCK: I would like to deal with the preliminary estimate and the estimates that appear in the tenders. Most of them are the same, or, at very slight variance.

MR. ELLIS: There is a large variation in some.

HON. MR. ROEBUCK: I say that most of it is exactly the same or with only a slight variation, but here are two items where the variation is somewhat larger: the earth excavation is 159,872 cubic yards, and the estimate appearing in the tender is 298,436. Would you explain to the Committee why that variation takes place?

WITNESS: That information would be prepared in the draughting room, and I believe that they had found on previous work that the quantities estimated were not estimated in proportion to the job.

Q. So that it is a matter of judgment?

A. It is a matter of judgment. The actual quantities shown on the tender mean nothing, as in this case the contractor gets paid only for what he performs, or only the work that he does. Quantities are shown to give him a basis upon which to prepare his tender.

Q. I notice the figures for the rock excavation are 177,000, and in the tender 216,000. I have left out the odd figures. That would be a matter of judgment also in the draughting department?

A. Yes, they would have some previous case to work on. It may be a percentage of the amount tendered.

Q. Then I see in grubbing they have reduced the amount from 263 acres to 209?

A. Yes, I think the preliminary estimate on the clearing and grubbing is a very rough figure at any time. There are certain sections that do not need to be grubbed, and that is possibly reduced for that reason.

Q. When they make up this estimate that goes on the tender, do they use their general knowledge in addition to this preliminary survey that is in their hands?

A. Yes.

Q. They have not got to follow the preliminary estimate in a selfish way?

A. No.

Q. If they have any personal knowledge of the locality they would vary it to make it the best estimate possible that the Department could produce, is that the idea?

A. Yes.

Q. And sometimes it is up, and sometimes it is down?

A. Yes.

THE CHAIRMAN: Gentlemen, it is now 1.00 o'clock.

MR. ELLIS: Q. You have the original contract signed by the Department and the Dufferin Paving Company, Limited, have you not?

A. Yes.

MR. ELLIS: I should like that marked as an exhibit.

EXHIBIT No. 1-A: Original contract, Dufferin Paving Company, Limited.

HON. MR. ROEBUCK: Mr. Chairman, I would suggest to my learned friend that we go right on. We cannot, of course, sit this afternoon, but we can sit to-morrow morning and clear this up as rapidly as possible. Does that suit your convenience?

MR. ELLIS: I am perfectly agreeable.

THE CHAIRMAN: Then, Gentlemen, we will meet to-morrow morning at 10.30 a.m.

(Whereupon the Committee adjourned at 1.00 o'clock p.m. until 10.30 o'clock a.m. on Friday, March 27th, A.D. 1936.)

THIRD SITTING

Parliament Buildings, Toronto,
Friday, March 27th, 1936, at 10.30 a.m.

THE CHAIRMAN: The Secretary will call the Roll.

(The Secretary called the Roll of Members of the Committee.)

THE CHAIRMAN: Mr. Ellis?

HON. MR. ROEBUCK: Mr. Chairman, before my friend Mr. Ellis continues his examination of the witness may I be permitted to refer to something which occurred during the examination of the witness yesterday which I think, and my friend agrees with me, should be clarified now. Without discussing whose fault it is, for perhaps it is everybody's fault to some extent, it resulted in an unfortunate imputation with regard to the officials of the Department of Northern Development being spread in the Press which no one intended or desired. My friend Mr. Ellis yesterday stated that one or more tenders were not dated when he saw them. May I request him to be a little more specific and say how many tenders were not dated when he saw them.

THE CHAIRMAN: Mr. Ellis?

MR. ELLIS: In answer to the Honourable Attorney-General may I say there were two: The Dufferin Paving Company, Limited, is one, and the James M. Davis Construction, Limited, is the other.

I might say, Mr. Chairman, that my friend Mr. Heighington also examined the Dufferin Paving Company, Limited, tender independently of myself, and has stated that he is entirely in accord with what I have said.

HON. MR. ROEBUCK: The Dufferin Paving Company, Limited, tender and the James M. Davis Construction Company tender?

MR. ELLIS: Yes.

HON. MR. ROEBUCK: Would the witness produce those documents?

MR. ELLIS: Let him first produce the Dufferin Paving Company, Limited, tender, which the witness said was dated October 16th, 1934.

MR. COLTER: No; he said it was dated.

MR. ELLIS: He said they were all dated.

HON. MR. ROEBUCK: I call the Committee's attention to the fact that these documents are spread through great files.

R. A. CAMPBELL, recalled.

By HON. MR. ROEBUCK:

Q. Mr. Campbell, is this the Dufferin Paving Company, Limited, tender?

A. That is the Dufferin Paving Company tender.

Q. Show me if you can where that is dated?

A. No; there is no date on this.

Q. How did that mistake occur yesterday?

A. This tender is on a different file from the other tenders submitted. In the filing of these tenders the successful tender is generally put on one file with the contract.

Q. So, Mr. Campbell, what you did was to look through the other file, and you did not happen to look at this odd file with that one tender in it when you said they were all dated?

A. Yes.

Q. So that was an error on your part when you said they were all dated?

A. Yes.

Q. And there is the foundation of all the flurry of yesterday?

(No response.)

MR. ELLIS: All right.

HON. MR. ROEBUCK: Q. Now, let us look at the James M. Davis Construction Company tender? (Witness complied.)

HON. MR. ROEBUCK: The witness shows me the tender of the James M. Davis Construction Company and has pointed on the back of this tender to the following words: "Opened October 16/34 in the presence of Peter F. Heenan, C. H. Meader, R. A. Campbell and Peter Heenan." Now, may I call your attention, Mr. Ellis, to the date and to the writing, which is apparently in the same ink. Probably it is in the writing of Peter F. Heenan. Is there any disagreement so far as this particular signature is concerned?

MR. ELLIS: Yes. I still say I looked at that and made a note of it, and there was no date on it when I looked at it. I will admit that that tender was not considered, no cheque being attached to the tender; but the fact remains that when I looked at it there was no date on it.

HON. MR. ROEBUCK: Q. Mr. Campbell, have you any knowledge of the actual writing of the date and the signatures on this particular tender?

A. Yes, I think that was placed on there at the time the tenders were opened.

Q. You were present at the time the tenders were opened?

A. Yes.

Q. Do you say you are sure of that?

A. I am sure of it.

Q. You are sure that the whole of that inscription was placed on there at the time the tenders were opened?

A. Yes.

Q. Including the date line?

A. Yes.

Q. And were the other parties whose names appear on this inscription present at the time?

A. Yes.

Q. And did they write their signatures at the time these tenders were opened?

A. Yes.

Q. Do you know what followed the opening and the endorsing of these tenders in the Department on the 16th October?

A. The successful bidder was immediately notified.

Q. How was he notified?

A. By letter.

Q. Was it your letter?

A. Yes.

Q. You signed the letter?

A. Yes.

Q. On the same day?

A. I think it was on the same day; the letter should be on file.

Q. But your memory is that it was the same day?

A. Yes.

HON. MR. ROEBUCK: Perhaps we could get the original letter and find that out. Is the original letter on the file?

MR. HEIGHINGTON: I think it is the 20th October.

MR. COLTER: It is the 16th October.

MR. SCHWENGER: Do you want to put that entire letter in as an exhibit?

HON. MR. ROEBUCK: I would like to have it anyway, whether we put it in or not.

(Mr. Colter handed file to Hon. Mr. Roebuck.)

HON. MR. ROEBUCK: This is the letter we are looking for, is it not?

A. Yes.

Q. Now, witness, have you the letter?

A. Yes, I have the letter.

HON. MR. ROEBUCK: Let the Committee realize that the date on which these tenders were opened, according to the evidence, is the 16th October. The date on the Dufferin Paving Company, Limited, tender, endorsed on the back of it, is the 16th.

MR. ELLIS: Pardon me, there is no date on the back of the Dufferin Paving Company tender.

HON. MR. ROEBUCK: That is right. The date on the other one is the 16th.

I show you, Mr. Chairman, a letter dated October 16th, 1934, from Mr. R. A. Campbell, the Deputy Minister of the Department of Northern Development to Messrs. Dufferin Paving & Crushed Stone Company, Limited, Fleet Street West, Toronto, reading:—

“Dear Sirs:

Re: Contract No. 21—Kenora

“This will advise you that your tender on above contract has been accepted. The forms of contract are being prepared and will be forwarded to you for signature in course of a few days.

“Your accepted cheque is being held until the performance bond is received.”

Q. Did not you say your memory is that that letter was written and posted on the same day?

A. Yes.

MR. ELLIS: What date?

HON. MR. ROEBUCK: October 16th, 1934, to the Dufferin Paving & Crushed Stone Company, Limited. That is a true copy read and checked by the witness. It can be filed as an exhibit.

EXHIBIT No. 5: Letter dated Toronto, October 16th, 1934, from R. A. Campbell, Deputy Minister, Department of Northern Development, to Messrs. Dufferin Paving & Crushed Stone Company, Limited, Toronto: Re Contract No. 21—Kenora.

Q. You have told me that the Dufferin Paving Company Limited were notified of the acceptance of their tender. What about the others?

A. The others were advised that their bids were too high for acceptance, and their cheques were returned by registered mail.

Q. Do you know what day that was done?

A. That was on the same day, October 16th.

Q. Have you a letter on the file establishing that?

A. Yes.

HON. MR. ROEBUCK: The witness points to a letter addressed to the Hewitson Construction Company, Limited, Port Arthur, reading:—

“Dear Sirs:

Kenora-Fort Frances Highway Contract No. 21

“This will advise you that your tender on the above work was too high for acceptance, but I thank you for your courtesy in the matter.

“Your marked cheque for \$80,000 which accompanied your tender is returned herewith.

“Yours truly.”

WITNESS: I have also brought the Department of Northern Development Registered Mail Book listing letters sent out by the Department by registered mail, receipt of which is acknowledged by the post master in the Buildings; he initials the items.

HON. MR. ROEBUCK: Q. Do you keep that book personally?

A. No.

Q. Who does keep it?

A. One of the clerks in my office.

Q. Is that clerk Here?

A. No; he is in the buildings.

MR. ELLIS: I think, Mr. Attorney-General, I would be willing to admit the production of the record.

HON. MR. ROEBUCK: Q. What do you observe in the book?

A. The date, October 16th: Five letters were registered to contracting firms who had tendered on the job.

Q. Read the five names?

A. Chambers, McQuigge & McCaffrey Company, Limited, of Toronto; Hewitson Construction Company, Limited, of Port Arthur; Angus & Taylor Construction Company, Limited, of North Bay; Johnson Brothers Limited of Brantford; and Assiniboia Engineering & Construction Company, Limited, of Kenora

Q. Are those all?

A. Those are the five

Q. What about the Davis Construction Company, Limited?

A. The Davis tender had no marked cheque attached and therefore it was unnecessary to register the letter.

Q. Do you know whether the letter went out, notwithstanding the fact that the letter is not registered?

A. It should have been. I cannot remember exactly. The stenographer was notified to advise the company.

Q. In the routine form?

A. Yes.

Q. The common form?

A. Yes.

Q. And this is the common form of letter?

A. Yes.

Q. "This is to advise you that your tender on the above work was too high for acceptance, but I thank you for your courtesy in the matter."

A. Yes.

Q. Then, of course, the amount of the marked cheque would vary?

A. Yes.

THE CHAIRMAN: Q. It would not be on the common form in view of the fact that sometimes there would be no marked cheque to return?

A. That part of the letter would likely be left off when there would be no marked cheque to return.

HON. MR. ROEBUCK: Q. Could you find that letter on the file, about the only one that is in any dispute?

A. Yes, I have the letter.

HON. MR. ROEBUCK: The witness indicates to me a letter on the file which reads as follows:—

“Toronto, October 16th, 1934.

“Messrs. James M. Davis Construction Company,
“124 Richmond Street West,
“Toronto.

“Dear Sirs:

Re Kenora-Fort Frances Highway Contract No. 51

“With reference to your tender on the above work, there was no cheque attached, and therefore the tender could not be given consideration.

“Yours truly.”

The letter is signed in typewriting “R. A. Campbell, Deputy Minister.” It is dated on the 16th, the same as all the rest.

Q. Now, following your letter to the Dufferin Paving Company, Limited, what took place, witness?

A. As soon as the tenders are opened the successful tenderer, following the usual procedure, is notified as quickly as possible to produce the performance bond which guarantees that the work will be performed at the prices bid. In this particular case the bond was produced on the same day, as I recollect.

Q. The bond was produced on the 16th?

A. Yes.

Q. Have you got the bond there?

A. The bond is on file.

Q. Perhaps you can locate it?

A. Yes, I have the bond.

Q. It is Bond No. 97787 for \$344,648.01 by the Dufferin Paving Company, Limited, Canadian General Insurance Company, and: "Sealed with our seals and dated this 16th" and "16th" is struck out and over the "16th" is written in "18th day of October, 1934," and the change is initialled by someone's initials. Witness, can you explain the change now from the 16th to the 18th?

A. Yes, that is quite ordinary. We insist that the bond be produced before the successful bidder is returned his marked cheque, and the bonding company generally come up when the contract is prepared and have the date of the effect of the bond correspond to the date of the contract.

Q. I see, by way of confirmation of what you tell me, in this bond this line: "Whereas by contract in writing dated" and "16th" struck out and "18th" put over it, and "October/34"?

A. Yes.

Q. Now, this contract is dated the 18th?

A. Yes.

Q. Have you any knowledge of the actual changing of this date on the bond?

A. No; that would be a routine matter.

Q. Then from the face of the bond would it be correct to assume that it was drawn in the first instance on the 16th and signed on the 16th, but in view of the fact that the contract was not ready until the 18th, the 16th was struck out and the 18th put in as the contract date?

A. Yes.

Q. Can there be any doubt about that?

A. No, no doubt in the world.

Examined by MR. ELLIS:

Q. Kindly produce, Mr. Campbell, the various tenders that were submitted for my inspection?

MR. COLTER: Is Mr. Francis here?

MR. ELLIS: Now, Mr. Campbell, I want to make this perfectly clear to the Committee: Is there any date on the back of the tender of the Dufferin Paving Company, Limited?

A. No, there is not.

Q. According to your record every other tender outside of the Dufferin Paving Company, Limited, is dated?

A. Yes.

Q. According to the record?

A. Yes.

Q. Why is it that the tender of the Dufferin Paving Company, Limited, was not dated?

A. It would be an omission on the part of whoever put the heading on it.

Q. In whose handwriting is the heading on the back of this tender?

A. Mr. C. H. Meader's, I believe.

Q. Now, may I see the others? I have here the tender of Johnson Brothers Company, Limited. In whose handwriting are the words: "Opened in the presence of . . ."?

A. That is Mr. C. H. Meader's, I believe.

Q. In whose handwriting is "October 16/34"?

A. That is in my handwriting.

Q. I have here the tender of Angus & Taylor, Limited. In whose handwriting are the words: "Opened October 16/34 in the presence of . . ."?

A. In the handwriting of Mr. Peter F. Heenan, I believe.

Q. I have here the tender of the Assiniboia Engineering & Construction Company. In whose handwriting are the words: "Opened in the presence of—October 16th, 1934"?

A. In the handwriting of Peter F. Heenan.

Q. I have here the tender of Chambers, McQuigge & McCaffrey Company, Limited. In whose handwriting are the words: "A.M. Oct. 16/34"?

A. In the handwriting of Mr. Meader, I believe.

Q. The next one is the tender of the Hewitson Construction Company, Limited. In whose handwriting are the words: "Opened Oct. 16/34 in the presence of . . ."?

A. Mr. Peter F. Heenan, I think.

Q. Here is the tender of the James M. Davis Construction Company. In whose handwriting are the words: "Opened Oct. 16/34 in the presence of . . ."?

A. Peter F. Heenan, I believe.

Q. Now, I have here a proposal from A. Cope & Sons Limited. When was that opened?

A. On the 16th also.

Q. Why is it dated October 18th?

A. I would say through a clerical error on the part of the writer.

Q. In whose handwriting is it?

A. Mr. C. H. Meader's, I believe.

THE CHAIRMAN: Q. What do you mean by a "proposal"?

MR. ELLIS: An offer.

HON. MR. ROEBUCK: Not a real tender.

WITNESS: No.

HON. MR. ROEBUCK: Q. Witness, when you are saying in whose handwriting these words appear are you giving it from memory?

MR. ELLIS: I have not finished, Mr. Attorney-General.

HON. MR. ROEBUCK: Let me finish this question, please.

Q. When you say that, are you saying it from knowledge of seeing it written or just by the appearance of the writing?

A. Just by the appearance of the writing.

Q. And you are not a writing expert?

A. No.

Q. How is it that in some cases: "Opened" etc., are in Mr. Meader's handwriting and in other cases in Mr. Peter F. Heenan's handwriting?

A. When the tenders were opened we sat around a table similar to this, and they were passed from one to the other, and one or the other signed his name.

THE CHAIRMAN: Distribution of labour.

MR. ELLIS: Q. So, to make it perfectly clear to the Committee, this fact now remains, that according to the record all the tenders are dated with the exception of the Dufferin Paving Company, Limited, tender?

A. Yes.

MR. ELLIS: That is all.

Witness stood aside.

HON. MR. ROEBUCK: Is Mr. Meader here?

CHARLES H. MEADER, sworn. Examined by HON. MR. ROEBUCK:

Q. Are you in the Department of Northern Development of the Ontario Government?

A. Yes.

Q. What office do you hold there?

A. Assistant Chief Engineer.

Q. How long have you held that office?

A. About nine years.

Q. How long have you been in the Department?

A. About twenty-four years in June.

Q. That is some time. Were you present, Mr. Meader, when the tenders in connection with the Kenora-Fort Frances Section of highway were opened?

A. Yes, sir.

Q. Who were present besides yourself?

A. The Honourable Minister, Peter Heenan, Jr., the Deputy Minister, R. A. Campbell, two of the stenographers from the Minister's Office, and myself.

Q. You saw the tenders opened?

A. Yes.

Q. What took place when they were opened?

A. They were passed to the ladies to list, to enter each name and the cheque.

Q. Who did the actual opening?

A. Mr. Heenan.

Q. The Minister?

A. Yes.

Q. The Minister did the opening?

A. Yes.

Q. And he passed them to whom?

A. Mostly to the ladies who entered the names.

Q. Speak louder, please?

A. Most of them were passed directly to one of the girls who entered them on a sheet of paper, the name of the bidder and the amount of his cheque and the amount of the contract.

Q. Then what did she do with them?

A. She passed them around to the rest of us around the table, and we signed them. Probably the first one came to me and the Minister asked: "Should there be any endorsement on it?" and I had never been at the opening of any contracts previously and said: "I do not know," but that I did not suppose it would do any harm to endorse them, so I wrote on No. 1, I think: "Opened. . . ."

Q. Now, No. 1 would be what?

MR. R. A. CAMPBELL: The Dufferin Paving Company, Limited, tender.

WITNESS: A "1" written on like that, and a circle drawn around it. There is No. 8.

HON. MR. ROEBUCK: Q. Wait a minute. This is the Dufferin Paving Company, Limited. That is not dated?

A. No, it is not dated.

Q. Can you give me any reason why it was not dated?

A. When we started to endorse them I wrote on that the words "In the presence of" and shortly after that, when it was passed along, one of those present said: "Should it not be dated?" and so they dated the others.

Q. On this you have written "Opened in the presence of" and then the names went on, and when the others came along somebody suggested "We had better put the dates on" and from then on you put the dates on?

A. Yes.

Q. Can you tell me from your own positive memory that that endorsement was put on that contract at the time the endorsement was put on the others?

A. Yes, no question about it.

Q. The words: "Opened in the presence of" are in whose handwriting?

A. Oh, my own.

Q. And then your signature follows afterwards?

A. Yes.

Q. In the same writing and in the same language?

A. Yes.

Q. You are now referring to No. 1, the Dufferin Paving Company, Limited, contract?

A. Yes.

Q. No. 8 is what?

A. A Cope & Sons, Limited.

Q. What do you find on the back of that tender?

A. "October 18: Opened in the presence of C. H. Meader," in my own handwriting.

Q. And your name immediately under it?

A. Yes.

Q. Can you tell me how the "18th" gets in there?

A. It was just one of those things that happened, it was put on it.

Q. You put "18th" on instead of "16th"?

A. Yes.

Q. There is no change in the figures from "16th" to "18th"?

A. No.

Q. It is fair writing without alteration?

A. Yes.

Q. Can you tell me from your own personal memory of what happened on that occasion that that endorsement was put on at the same time that all the rest were put on?

A. Yes.

Q. And that date was in fact the 16th?

A. Yes.

Q. And if "18th" appears there it is an error?

A. Yes.

Q. And as to the next one, what can you tell me?

A. No. 2 is the next one I come to in the file.

Q. Whose tender is that?

A. Johnson Brothers Company, Limited, signed "E. O. Johnson" and "McLean" underneath it, and "43½ March Street, Brantford, Ontario."

Q. That is the Johnson Brothers Company, Limited, tender?

A. Yes.

Q. What do you find on the back of that tender?

A. "No. 2" and underneath that "October 16/34. Opened in the presence of C. H. Meader." "Opened in the presence of," is in my handwriting. When I wrote that on I signed it and passed it to the others to sign.

Q. Is the date in your handwriting?

A. No.

Q. Would you say "presence of" is in your handwriting?

A. It looks like my writing, but it looks like a different pen.

Q. Have you any memory of how it occurred?

A. Well, as those tenders were opened at first we put on: "Opened in the presence of," and afterwards it was decided to date them and I probably wrote on the back of that one first and passed it to the Deputy Minister, and then it would go on to Peter Heenan, Jr., and then on to the Minister for the final signature.

Q. So perhaps "October 16/34" and the words "presence of" may have been written in later with a different ink and a different pen?

A. Possibly.

THE HON. MR. ROEBUCK showed file to members of the Committee.

THE CHAIRMAN: Mr. Ellis agrees that there is no irregularity.

MR. ELLIS: Not in connection with the Johnson tender. It was properly thrown out because no cheque was attached. It is the James M. Davis Construction Company I am talking about.

HON. MR. ROEBUCK: Q. Give me the next one?

A. No. 3.

Q. Whose tender is No. 3?

THE CHAIRMAN: Mr. Ellis tells me there is no dispute about the others, Mr. Roebuck.

MR. SCHWENGER: Just No. 7.

HON. MR. ROEBUCK: Then the only one as to which there is any need to examine further is the James M. Davis tender.

MR. ELLIS: Which has not been considered because there was no cheque attached.

HON. MR. ROEBUCK: Then we are not interested in any of the other tenders.

THE CHAIRMAN: As I understand it, in view of the letters going out on the same date that the tenders were opened there is no dispute now about the regularity of the opening of them.

MR. ELLIS: I think the whole trouble arose by reason of the fact that Mr. Campbell swore that every single tender was dated when I knew, as a matter of fact, that that was not so. It has been shown to-day by Mr. Campbell himself that he was in error when he stated that all the tenders had been dated, because the tender of the Dufferin Paving Company, Limited, never was dated at all, as I said and as I knew. Mr. Campbell was wrong.

THE CHAIRMAN: Because it was in another file.

MR. ELLIS: Apparently because it was contained in another file.

HON. MR. ROEBUCK: Then I understand that you are withdrawing the imputations made against these officials?

MR. ELLIS: I am not withdrawing anything. I made statements which have been shown by Mr. Campbell to be correct.

HON. MR. ROEBUCK: There is no allegation of wrongdoing or forgery?

MR. ELLIS: I never suggested forgery. The Deputy Minister of the Department of Northern Development swore on oath that every tender was dated, and I said that was not correct, and that I would go into the witness box to prove that it was not correct, and Mr. Campbell now admits that he was wrong and that I was right.

HON. MR. ROEBUCK: And there is no imputation of forgery now, so there is nothing left to examine upon.

MR. ELLIS: That is for the Committee to say.

MR. COLTER: We have wasted all this time to prove that a lawyer was right on this occasion.

MR. ELLIS: No; to prove that your own official and your own Deputy Minister was wrong.

HON. MR. ROEBUCK: Oh, no. We have spent the time much more profitably than that. We have showed regularity instead of irregularity.

Witness withdrew.

HON. MR. ROEBUCK: I do not think we shall require Mr. Francis now. I will not go further. Mr. Francis had custody of the documents, and that is the reason I was going to call him, but there is nothing to ask him now.

R. A. CAMPBELL, recalled. Examined by MR. ELLIS:

Q. Mr. Campbell, I would like you to look at the formal contract between the Department of Northern Development and the Dufferin Paving Company, Limited, and I ask you to refer to Clause 32 of the General Conditions attached to the contract and forming part of it?

A. Yes?

Q. These are the General Conditions which are usually added to all contracts with the Department of Northern Development?

A. Yes.

MR. ELLIS: Clause 32 reads:—

“No overhaul. Notwithstanding any other information herein contained, it is understood by the Contractor that no allowance whatever will be made for overhaul.”

Q. That clause has been struck out in this contract?

A. Yes.

Q. And it has been replaced by an additional clause at the end of the General Conditions?

A. On Form 4E.

Q. Which reads as follows:—

“OVERHAUL.

“Overhaul includes all material hauled beyond the free haul limit of

300 feet, and will be paid for on the basis of each cubic yard hauled for each 100 feet beyond this free haul limit.”

When the usual contract with the Department allows for no overhaul whatever, why in this case is a specific clause added to the contract providing for payment for overhaul?

A. When contracts are called for unit prices, where no overhaul is allowed, are generally higher because the contractor must guess at the amount of actual haul to be performed. That is, his unit prices for excavation include the amount of necessary haul.

Q. Why in this particular case was overhaul specifically allowed?

A. The form of tender was changed to include the overhaul prices.

Q. Why?

A. To get a more balanced bid from the contractor.

HON. MR. ROEBUCK: Q. Was it allowed to all the contractors as well as this contractor, or to all the tenderers?

A. Yes.

MR. ELLIS: Yes.

HON. MR. ROEBUCK: And it is in the form of tender?

MR. ELLIS: Yes.

Q. Is it the policy of the Department of Northern Development, so far as your knowledge goes, to allow for overhaul or to contract?

A. That depends on how the contract is drawn up.

Q. You are not answering the question. Is it the usual practice of the Department of Northern Development to allow for overhaul?

A. Prior to this contract, not in all cases.

Q. You still have not answered my question. Was it the usual practice of the Department of Northern Development to allow for overhaul?

A. Not the usual practice.

HON. MR. ROEBUCK: Q. But it was sometimes done?

A. I cannot speak definitely for anything that happened prior to my advent into the Department.

Q. But you know, in any event, that it was not the usual practice of the Department to allow for overhaul?

A. That is what I was led to believe.

MR. ELLIS: Q. Take Clause 34: "Advances to Contractor":—

"34. Advances on materials or equipment intended to be used for the work hereindescribed and delivered to the site of the work, may be made to the Contractor upon such terms and conditions as the Minister may decide, and any such material or equipment shall thenceforth be held by the Department as collateral security for the due completion of said work. Said materials or equipment shall remain at the risk of the contractor who shall be held responsible for the safe-keeping of same. He shall not exercise any act of ownership or control whatever over such materials or equipment, except for the purpose of said work, without permission in writing of the Engineer."

Now, that is a usual clause contained in contracts with the Department of Northern Development, is it not?

A. Yes, this is the usual form.

Q. Why was it struck out in this particular case?

A. Not to permit the contractor to request an advance on any equipment that he might have on the job. I did not believe in it, that was all.

Q. Let us refer to Clause 37 of the General Conditions, last paragraph:—

". . . or an approved guaranty company's bid bond . . . or bid bonds . . . or bid bond . . . or bid bonds . . . approved maintenance bonds for twenty-five per cent of the total of the tender and extension of work, if any, on payment contracts, shall be furnished to the Department by the Contractor when contract is signed."

That is the usual clause in all contracts with the Department of Northern Development?

A. Yes, this is the regular form.

Q. Why was it amended by striking out the words which I have read to you?

A. Because a bid bond is not a satisfactory assurance that the contractor will complete the work he has bid on, in my opinion.

MR. COLTER: Why?

MR. ELLIS: Q. Why?

A. Well, I think anybody can get a bid bond.

Q. Now, as a matter of fact, in the case of the successful tenderer you returned his cheque to him?

A. Yes.

Q. And you took a performance bond?

A. Yes.

Q. Therefore you were satisfied in that case with accepting a guaranty bond?

A. For the performance of the work, yes.

Q. What was the amount of the bond?

A. 50% of the tendered price.

Q. Tell me the exact amount of the bond?

MR. COLTER: It speaks for itself.

HON. MR. ROEBUCK: I read it out a few minutes ago: \$300,000 odd.

THE CHAIRMAN: It was half the amount of the tender, as I recollect it.

WITNESS: \$344,648.01.

MR. ELLIS: Q. Which is half the amount of the tendered price?

A. Yes.

Q. Although you have admitted that when the tendered prices were submitted you knew they were only approximate?

A. Yes.

Q. And you knew that as the work was being done on a unit basis the actual amount of the tendered price was not so very relevant?

A. The actual total of the tendered price was not relevant.

Q. Although you took that figure to settle the amount of the guaranty bond for the performance of the work?

A. Yes, that was the usual practice.

THE CHAIRMAN: Q. Is there any other practical way you could do it?

A. Well, we have at the present time changed that again to a 100% performance bond instead of a 50%, which assures the completion of the work, regardless of the amount of the bond.

MR. COLTER: That does not answer the Chairman's question.

THE CHAIRMAN: Yes, that is the answer.

WITNESS: A 100% performance bond ensures the completion of the work.

MR. COLTER: Q. Otherwise you would have to have a marked cheque?

A. Yes; unless the contractor produces a performance bond we would require a marked cheque.

HON. MR. ROEBUCK: Q. Is there any other method by which it could be accomplished? You have shown a change by increasing the amount of the bond. Is there any other method besides the performance bond that could be used?

A. Yes, a marked cheque for a comparatively large amount.

Q. Are there objections to that method of procedure?

A. There is no objection to it. It is left to the contractor's own judgment as to whichever he likes to do. The Department is satisfied with a performance bond with a reliable company.

Q. And that does not tie up the contractor's funds?

A. No; but it guarantees that the work will be completed at the prices bid.

Q. Which is all you require?

A. Yes.

MR. ELLIS: According to Clause 38 of the General Conditions this contract was to be completed on the 1st July, 1935, and the contract provides for penalties of \$50 per day if the contract has not been completed by that date. Was the contract completed on the 1st July, 1935?

A. No; the contract was not completed on the 1st July, 1935.

Q. When was it completed, if it is completed yet?

A. It is not quite completed yet.

Q. Have no penalties been got from them?

A. No; penalties are not usually collected, provided the contractor shows an effort to carry on his work.

Q. Why could not the contractor finish this contract by the 1st July, 1935?

A. Because there was a tremendous amount of work involved in the construction of this road; weather conditions were not ideal by any means; it was an extremely cold winter, the winter he worked, and there was a lot of snow; and

from reports I have heard he had a very difficult time with his equipment on the job.

Q. In any event, no penalties have ever been taken from the contractor for the non-performance of his contract according to the specified date? (No response.)

HON. MR. ROEBUCK: Q. Was this contractor using relief labour?

A. Yes, this contractor was using relief labour for common labour, as far as possible.

Q. And were there extensions as well of the contract?

A. Yes, there were several extensions of the contract.

Q. Both of which would be reasons for not insisting on the exact completion date?

A. Yes.

MR. ELLIS: Q. To turn back to the clause allowing for overhaul, prior to the time you became Deputy Minister of the Department you had been engaged as a railroad engineer?

A. Yes.

Q. On railroad construction?

A. Yes.

Q. Had you ever been in charge or connected with the construction of highways?

A. Only so far as they were incidental to railway construction.

Q. It was a common practice for railroads to allow for overhaul?

A. Yes.

Q. But nevertheless will you not agree with me that railroads make a very careful preliminary survey and also, before they let any contract, make very careful preliminary estimates as to the cost of the job?

A. No; I will not agree with you there. I do not think the railroads make any more careful survey than we do.

Q. Than you did in this particular case?

A. Than we did in this particular case.

Q. Is there on any of the plans or in any of the information supplied to the contractor prior to tendering anything showing where the borrow pits were?

A. No; that information is impossible to obtain prior to the actual construction of the work.

Q. Then how is it you are able to estimate 600,000 cubic yards of overhaul if you did not know any of the borrow pits?

A. It was a tentative estimate only.

Q. In other words, pure guess work?

A. Not exactly guess work; a combination of guess work and past experience.

Q. But you had not located any borrow pits on the right-of-way when the tenders were called?

A. No.

Q. You cannot explain to the Committee what a borrow pit is?

A. In constructing a road through such country as this, the country is rolling, and to get an even grade line on the completed road it was necessary to make cuts in places, and with the material removed from the excavation in the cuts to make embankments adjacent, which levels up the country to be constructed into the road. If the quantities in the cuts do not make the required quantity in the fill it is necessary to open borrow pits adjacent to the road and thus complete the fill section between the cuts.

HON. MR. ROEBUCK: Q. Who has supervision of the placing of the borrow pits?

A. That is directly done by the Engineer.

Q. The engineers of the Department?

A. The Departmental Engineers, yes.

Q. It is not left to the contractor to say where he is going to borrow from?

A. No; the engineer has complete charge of the work.

MR. ELLIS: Q. Had your Department prior to the calling for tenders located one borrow pit?

A. Not that I know of.

Q. And does that apply to the whole mileage of the road?

A. No; only to the 31-mile section in question.

Q. It is really 35 miles, is it not?

A. No; the section in question was 31 miles.

Q. But the contract let was for 35 miles, was it not? (No response.)

THE CHAIRMAN: I thought we cleared that up yesterday. There was 31 miles, and two miles that had been partly done on either end.

MR. ELLIS: I am asking the witness to refer to the contract which states 35 miles.

A. The contract states 35 miles, but the estimated quantities were on 31 miles, which had not been touched.

Q. And the fact remains that no borrow pit on the whole location of the road covered by the contract had been ascertained by the Department prior to the calling for tenders?

A. Yes.

Q. So the figure of 600,000 cubic yards for overhaul was complete guess-work on the part of the Department?

A. A rough estimate.

Q. Did you have any information on which to justify the figures of 600,000 cubic yards for overhaul, and if so, tell me the information you had?

A. No; there would be no exact figures on that.

Q. I asked you if you had any information to justify the figures of 600,000 cubic yards for overhaul. If so, let us hear what information you had on which you based that figure?

A. There would be no definite information on that.

Q. Was there any information? If so, tell us what?

A. Possibly a section of profile.

Q. Show me which section of profile?

A. I cannot give you a definite section of profile.

Q. You have had how many years' experience—

HON. MR. ROEBUCK: May I ask a question here: Q. Is it possible by a rough comparison of the cuts and fills as shown on the profile to make some estimate of the amount of borrow that will be necessary?

A. Yes.

Q. Even though you do not just know where the borrow pits are to be located you will still know that borrow will be necessary to help the cuts supply the fills?

A. Yes, the amount of borrow pits depends mostly on the type of country you are going through.

Q. My next question is this: Would general experience on contracts of this character assist you in coming to an estimate of how much borrow would likely be required and how much overhaul there would be on a job of this general character?

A. Approximately, yes.

Q. So you have then two things upon which you can base your estimate?

A. Yes.

MR. ELLIS: Q. But in any event you have no definite information?

A. No definite information.

Q. You have had some considerable experience in railway construction?

A. Yes.

Q. How many years' experience have you had?

A. Close on to twenty years.

Q. And in what capacity?

A. In practically all capacities in connection with location and construction.

Q. From your knowledge and experience of railway construction what is the average amount per cubic yard allowed for overhaul?

A. There is no average amount allowed; it depends on what the contractor bids.

Q. Are you in any position to say what in your opinion would be the average amount per cubic yard allowed for overhaul in railroad construction?

A. There is no set allowance.

Q. You are not answering the question? Are you in a position to say from your experience what is the average amount allowed in railroad construction for overhaul per cubic yard?

A. It varies, depending on the type of the country.

Q. Are you in any position to say what the average would be from your personal experience?

A. I would not attempt to state an average.

Q. Have you any recollection as to the highest amount—

THE CHAIRMAN: Pardon me, Mr. Attendant, kindly ask those people in the hallway to stop yelling.

MR. ELLIS: Q. What is the highest amount per cubic yard that you remember being allowed in railroad construction for overhaul?

A. The highest I recollect is about three and a half cents; entirely a different type of work, however.

HON. MR. ROEBUCK: It seems to me that the comparison is utterly misleading, Mr. Chairman, because every condition will be different going through the bush and building a railway.

THE CHAIRMAN: You can clear that up; it is obvious.

MR. ELLIS: Q. Can you give us any explanation at all as an expert as to why there should be the startling variation in the tender submitted for overhaul from one and a half cents to ten cents?

A. Yes, there are variations in all the units.

Q. I want to refer you to the specification for grading?

A. Yes, I have the specification for grading.

Q. That clause reads as follows:—

“Classification:

“5. All material excavated shall be classified as ‘rock excavation’ or ‘earth excavation.’ Rock excavation shall comprise rock in solid beds or masses in its original position which may be best removed by blasting; and old concrete or stone masonry and boulders or detached rock measuring 13 cubic feet or over in volume.

“Earth excavation shall comprise all other materials of whatsoever nature that do not come under the classification of rock. No classification of difficult ‘earth excavation’ to ‘rock excavation’ will be allowed.

“The prices bid for excavation shall include all excavation necessary to provide proper roadway cross-section as staked out by the Engineer in charge of the work. The Contractor shall provide, at his own expense, all temporary roads for diverting the public traffic during construction, unless otherwise provided for.”

Now, that is a general clause contained in contracts with the Department of Northern Development, is it not?

A. It appears to be, prior to this time.

Q. Why was that clause struck out in this contract?

A. The classifications were changed.

Q. Why?

A. Because I personally don't like that type of classification.

Q. Then Clause 12:—

“Construction Through Muskeg:

“12. When the right-of-way lies through muskeg no ‘side borrowing’ of muskeg will be permitted except to the extent of side ditches as staked by the Engineer for drainage purposes. Side-ditch excavation must be spread uniformly over the roadbed and the balance of the fill required, supplied by the Contractor from some approved borrow pit.

“Where required by the Engineer, muskeg is to be covered with a coating of clay to be supplied and spread by the Contractor at the price quoted per cubic yard for ‘clay in place’.”

That is a usual clause contained in contracts with the Department of Northern Development, is it not?

A. Yes.

Q. Why in this case was it struck out?

A. Side borrowing in muskeg is liable to cause trouble in the construction of the road. That is, you break the natural ground, cut the tree roots, and a sink hole is liable to develop; you cut away the support of the roadway.

Q. By the way, how wide is this road actually?

A. The road allowance?

Q. No, the road.

A. When completed, to be a twenty-four foot top.

Q. How wide is the road altogether?

MR. SCHWENGER: What do you mean by that, the surface?

WITNESS: In all highways the width of the finished surface varies. On curves it is generally widened out to permit the traffic to have easier driving

around the curves. The average width on tangents, straight lines, would be twenty-four feet when completed.

MR. ELLIS: Q. I will refer you to the contract proper, Clause 7, at the top of page 3 of the contract:—

“Within fifteen days after a certificate shall be made and signed by the Minister and by the Engineer for the amount due at the close of the preceding month, less the sum of ten per centum retained until the completion of the said work, and will pay the balance which may remain due to the Contractor. . . .”

Now, did you until the completion of the said work hold back ten per cent. of the contract price?

A. Yes.

Q. Are you sure of that?

A. As far as I remember offhand, until practically completed. That is, the contract is not completed yet.

Q. Have you up to the present time been retaining from the Dufferin Paving Company Limited ten per cent. of the contract price right down to the present date?

A. Yes; I think there are two instances where the estimate was late in coming in and the portion of the ten per cent. was released until the estimate did come in, when it was carried on.

Q. What engineers were in charge of this contract on behalf of the Department?

A. James McCoubrey was the Divisional Engineer.

Q. What position did he hold with the Department of Northern Development?

A. Divisional Engineer.

Q. When was he appointed to the Department?

A. I think just about the time that work started.

Q. What other engineers were there on behalf of the Department?

A. I could not give you the names off-hand; there was quite a staff.

Q. About how many engineers?

A. There would be about eight others.

Q. Do you know the names of any of them?

A. Yes, C. Brunel.

Q. What position did he hold with the Department?

A. Resident Engineer.

Q. When was he appointed to the Department?

A. That I could not say.

Q. Was he there when you came there?

A. Well, these engineers for these positions are generally hired through the Department as a matter of routine. I do not think he was there. At that time the work was in full progress. For any new work we started up it was necessary to engage new men.

Q. And this was an outside engineer employed by the Department for this particular job?

A. Yes.

Q. Do you know the name of any other engineers?

A. Mr. G. W. Lowry.

Q. Is he also an outside engineer?

A. Well, I would not say he is an outside engineer; he was a new engineer engaged for this project.

Q. But he was not a regular employee of the Department?

A. No; all the regular employees of the Department were busy on their regular work

Q. Mr. Lowry was appointed in connection with this particular contract?

A. Just in the matter of ordinary course of events. At that time the Department had engaged a number of engineers. We were starting to locate the Trans-Canada Highway through the unlocated sections, and so forth.

Q. Do you know the names of any other engineers who were acting for the Department in connection with this contract?

A. No; I think that is the only one I know off-hand.

Q. But there were, as a matter of fact, other engineers?

A. Oh, yes.

Q. And were any of the other engineers regular employees of the Department?

A. Yes; I think some of the Instrument men were taken—

Q. I am saying "Engineers"?

A. "Instrument men" are engineers. Some were taken from the Kenora district.

Q. Do you know their names?

A. No; that arrangement was left to the Engineer when he left Toronto.

Q. Subsequent to this contract being entered into there were extensions to this highway covered by this contract?

A. I beg your pardon?

Q. Subsequent to the date of this contract with the Dufferin Paving Company, Limited, there were extensions to the highway covered by the contract?

A. Yes.

Q. What was the extension, or perhaps I might call it addition, to the highway at the north end of the roadway covered by the contract? (No response.)

THE CHAIRMAN: Is this something new, or is it covered by your resolution?

MR. ELLIS: I submit it is; they are all bulked together in the Public Accounts. I will give the witness plenty of opportunity to look over the plan.

WITNESS: At the time the work was started on the 31 mile section, which had not been touched prior to that—

MR. ELLIS: Q. That 31 mile section, as a matter of fact, became 35 miles?

A. No; the original contract was let with the intention of only 31 miles being constructed by the contractor.

Q. That was the original tender, but the contract covers 35 miles?

A. I think that is a clerical error.

Q. Which is the clerical error, the contract or the tender?

A. The contract.

Q. You are now stating that the contract covering the 35 mile stretch of road is not correct?

A. The mileage as shown on the contract is only approximate.

Q. But what is the true and accurate mileage covered by the contract dated October 18th, 1934, with the Dufferin Paving Company, Limited?

A. It states on the front of the contract, 35 miles.

Q. What is it, as a matter of fact?

A. It would be to do the necessary work on the 35 miles

Q. No. What is the actual mileage? If you are not clear, say so?

A. Approximately 35 miles.

Q. Now, let me see it?

A. At the time the contractor started work on this section there was in operation, as I remember, three camps, two to the north and one to the south, being operated by the Department on day labour, on which the men were being paid 25 cents an hour. When the contractor started operations employing the same type of men from the same district, that is, unemployed men in the district, the men in the day labour camps adjacent complained that they were doing the same work at 25 cents an hour for which the contractor was paying 35 cents an hour—

Q. I do not want to interrupt you, but you are a long way from my question. I asked you to tell me the additional mileage subsequently constructed at the north end of the highway covered by the contract, and you wanted to look the plan over. That is my question?

A. You mean adjacent to the original contract?

Q. I will call it an extension or addition to the mileage covered by the original contract, and I want to know what additional mileage was constructed over and above that set out in the contract at the north end of the road covered by the contract? Perhaps I can help you out: Was it not seven miles?

A. That is an extension at the north end of the road adjacent to the Trans-Canada Highway, yes.

Q. Yes, and connecting up with the road covered by the contract?

A. Well, it is a section on the same road; it does not connect up with the original contract.

Q. It is an extension of the same road to the extent of seven miles at the north end of the road?

A. Yes.

Q. Who did that work?

A. That work is being performed at the present time.

Q. By whom?

A. By the Dufferin Paving Company, Limited.

Q. Were tenders called for, for that work?

A. No; that was given as an extension on the existing tenders.

HON. MR. ROEBUCK: Q. That is, you already had tenders in for the same output of work, and there were no new tenders called for?

A. Yes.

MR. ELLIS: Q. And no other contractor was given an opportunity to bid on those additional seven miles to the north end which were not covered by the contract?

A. No.

Q. When did the Dufferin Paving Company, Limited, get instructions to construct those additional seven miles of highway?

A. I would have to look in the files for that. That was on December 28th, 1935.

Q. You might read to the Committee the correspondence in connection with the additional seven miles of highway, and I want each letter put in as an exhibit.

THE CHAIRMAN: As soon as the witness reads the letters they will be marked by the secretary.

WITNESS:

“Toronto, December 27th, 1935.

“The Dufferin Paving Company,
“Fleet Street at Bathurst,
“Toronto, Ontario.

“Dear Sirs:

Extension-Contract No. 21, Kenora District

“You are hereby offered as an extension to your Contract No. 21, Kenora District, and subject to and governed by the same specifications, conditions and prices as embodied in the said Contract and by supplementary orders which may have been issued from this office from time to time covering prices of additional items of work not provided for in the original contract, any work incident to the construction of a road that may be required by the Department on that portion of the Fort Frances-Kenora Highway, commencing at the present junction between the North end of this said Highway and the Trans-Canada Highway East of the Town of Kenora and extending

southerly along the route surveyed or to be surveyed by the Department's engineers to a point approximately seven (7) miles from the point of commencement.

"If this extension is accepted by you in writing, this letter will constitute your authority for an immediate start in the execution of this work.

"Yours truly,

"(Sgd.) R. A. Campbell,
"Deputy Minister."

"TFF:KP.

EXHIBIT No. 2-C: Letter dated Toronto, December 27th, 1935, from R. A. Campbell, Deputy Minister, Department of Northern Development, to The Dufferin Paving Company, Toronto. Re: Extension-Contract No. 21, Kenora District.

MR. ELLIS: Q. Why, Mr. Campbell, was this extension offered to the Dufferin Paving Company, Limited?

A. Prior to this time a considerable amount of work being carried on on the Trans-Canada Highway and other projects in that vicinity was closed down because the work had reached a stage that could not be economically carried on during the winter weather, and the unemployed had brought pressure to have another project opened up so that they might be given the work. This, in the opinion of the Department, was the most necessary project that could be carried on in that vicinity during the winter weather.

Q. Why was it offered to the Dufferin Paving Company, Limited, in particular?

A. They were adjacent to the work, and had the necessary equipment, and so on, and were in the best position immediately to commence; that is, the idea behind this extension is to get the men to work as quickly as possible.

Q. You might read the other correspondence in connection with the additional seven miles?

A. A letter from the Dufferin Paving Company, Limited, addressed to myself, dated December 28th, 1935:—

"December 28th, 1935.

"R. A. Campbell, Esq.,
"Deputy Minister,
"Department of Northern Development,
"East Block, Parliament Buildings,
"Toronto, Ontario.

"Dear Sir:

Extension-Contract No. 21, Kenora District

"We acknowledge and thank you for your favour of December 27th

and hereby accept the extension of approximately seven miles as detailed in your letter and in accordance with the terms outlined therein.

“(Sgd.) Dufferin Paving Company, Limited.”

THE CHAIRMAN: Q. Are you reading from the same file, Exhibit No. 2?

A. Yes.

THE CHAIRMAN: The secretary will mark that letter Exhibit No. 2-D.

EXHIBIT No. 2-D: Letter dated December 28th, 1935, from Dufferin Paving Company, Limited, to R. A. Campbell, Deputy Minister, Department of Northern Development: Re Extension Contract No. 21—Kenora District.

MR. ELLIS: Q. Is it the present practice of the Department of Northern Development to let contracts for the construction of seven miles of highway without tenders?

A. Well, this is not letting a contract, it is an extension of an existing contract.

Q. Is that the present practice of the Department, to let a contract for substantial mileage without calling for tenders?

A. It has been the practice in the past, I believe.

Q. When those seven miles are completed there will still be a part uncompleted between the seven miles and the part under the contract?

A. Yes.

Q. What is the extent of that mileage?

A. Approximately six and a half miles, I believe.

Q. Have the Department made any estimate as to the cost of completing those seven miles of highway?

A. A very approximate estimate only, in dollars and cents.

Q. Have you the estimates with you?

A. I would like to have time to answer that question.

MR. ELLIS: The witness would like to have an opportunity to look that up, so I suggest that we proceed with something else and hold that question in abeyance in the meantime.

HON. MR. ROEBUCK: While that stands in abeyance, do I understand this to be the picture you have now laid before the Committee: That there is the

original contract for 31 or 35 or whatever miles it may be, and then there is an intermission of six and a half miles, and then the extension of some seven miles.

MR. ELLIS: Yes.

HON. MR. ROEBUCK: On the rate in that contract?

MR. ELLIS: That is my understanding.

WITNESS: No. The intermediate section in distance as constructed by the contractor is approximately 39 miles, with extension.

MR. ELLIS: Q. You are not making it clear, Mr. Campbell?

A. May I show you a sketch?

Q. I think I can perhaps straighten it out for the Committee by asking you this question: Is this not the position, that at the north end of the road an additional contract of seven miles was let to the Dufferin Paving Company. Then there is an incomplete section south six and a half miles of that part of the highway covered by the original contract with the Dufferin Paving Company, Limited?

A. On the north there is a seven mile adjacent extension to the Trans-Canada Highway. There is approximately a six mile gap—

Q. Covered by the original contract?

A. And extensions.

HON. MR. ROEBUCK: That is, there is more than one extension?

A. Yes, there are several extensions.

Q. And when the six and a half mile intermission, as it were, between contracts, the original contract and the extensions is dealt with, there is seven miles farther. Was there a road there prior to the making of these extensions?

A. There is a through road which was under construction from Emo to Kenora, at the time the original contract was let. There was a 31-mile gap untouched; some of that work being covered by day labour adjacent to it, approximately three miles on the south and about five or six miles on the north.

Q. Have you answered my question: Was there a road between the end of the original contract and the first minor extensions and the most approximate end, adjacent end, of the seven mile extension?

A. Yes, there was an existing road.

Q. There was an existing road at the time?

A. Yes.

MR. ELLIS: Q. Why is it, Mr. Campbell, that instead of giving a contract for seven miles you did not give a contract for the six and a half miles immediately adjoining the 35 mile part let to the Dufferin Paving Company, Limited?

A. That was because the sections in question were being done by day labour at the 25 cent an hour rate, and with the contract work adjacent at 35 cents an hour the men objected; they saw no reason why they should not get 35 cents an hour for day labour; and to clarify the situation the contract was extended to include the section being worked on by the Department and all men then received the same wages.

Q. Then no work was being done on the intermediate section of six and a half miles?

A. From mile 7 to mile 13 south only maintenance work was being done.

CHAIRMAN: Is it passable?

A. It is a passable road, but very twisted and winding.

MR. ELLIS: Q. Then a contract was let for a further 5.18 miles at the south end of the Kenora-Fort Frances road?

A. No; not at the south end of the Kenora-Fort Frances road.

Q. Where was it?

A. The five miles would be on the north end of the original section on which the contract was let.

Q. That is, the original contract with the Dufferin Paving Company, Limited, was extended south 5.18 miles?

A. North, I think it would be.

Q. Make sure of it?

A. There was a short section on each end and that was being worked by day labour.

Q. We have dealt with the north end, so we must be dealing with the south end. Look up your plan?

A. Yes, it is the south end.

MR. COLTER: Could he not get it better by showing it on the plan?

MR. ELLIS: He says now it is the south end.

Q. A contract was let for an additional 5.18 miles at the south end of the road, covered by the original contract?

A. An extension was given.

Q. Who did this work?

A. The Dufferin Paving Company, Limited.

Q. Were any tenders called for?

A. No; no tenders were called for.

Q. When was the contract entered into with the Dufferin Paving Company, Limited, to construct this additional 5.18 miles?

A. It was very shortly after they had started.

Q. I want you to produce and have marked as exhibits all the correspondence relating to the additional 5.18 miles? (No response.)

Q. You have only one let for about a mile and a half. You had better produce that.

MR. ELLIS: To assist the witness I will ask him to produce a letter from Mr. C. H. Meader to the Dufferin Paving Company, Limited, dated August 20th, 1935. I want that letter put in as an exhibit after the witness has read it to the committee.

WITNESS: The letter is addressed to the Dufferin Construction Company, Limited:—

“Toronto, Aug. 20th, 1935.

“Dufferin Construction Company, Ltd.,
“Fleet Street West,
“Toronto, Ontario.

“Dear Sirs:

“*Re: Kenora-Fort Frances Highway*

“The Honourable the Minister has issued instructions that you be given the work immediately south of your present contract. You may take over the present Muskie Bay camp of the Department, and it is expected you will employ labour entirely from the Rainy River District to do the work. The section is 1½ miles long with rock work over half done and no gravelling has been done on the whole length.

“Yours very truly,

“C. H. MEADER,
“*Assistant Chief Engineer.*”

EXHIBIT No. 2-E: Letter dated August 20th, 1935, from T. H. Meader, Assistant Chief Engineer, Department of Northern Development, to Dufferin "Construction" Company, Limited: Re Kenora-Fort Frances Highway.

MR. ELLIS: Q. This letter covers only one and a half miles of the 5.18 miles. Produce the letter or any correspondence in connection with the remaining three odd miles.

A. I could not find the letter when I was looking through the files the other day.

Q. Have you been through all the files completely?

A. All the files in connection with this work, yes.

Q. And you have been unable to find any correspondence whatever relating to the three additional odd miles?

A. Yes. I have a very distinct remembrance of having written the letter, but I think it has been misplaced on the files.

Q. Was there any acceptance on the part of the Dufferin Paving Company of the offer submitted in your letter of August 20th, 1935?

A. Yes. There is a letter on file accepting the extension.

HON. MR. ROEBUCK: Were the terms the same as those in the case of the one and a half miles?

MR. ELLIS: I am going to have the witness produce the letter and read it.

WITNESS: It is a letter from the Dufferin Paving Company, Limited, addressed to R. A. Campbell, Deputy Minister, Department of Northern Development, dated August 30th, 1935, and reading as follows:—

"Dear Sir:

"Replying to your letter of August 14th re extension of our contract No. 21 southerly approximately 2 miles we beg to state that we will undertake to complete the grading work, etc., under the terms, schedules, prices, and conditions embodied in our contract No. 21.

"We wish to point out, however, in its present incomplete condition this will be a very expensive piece of work, which could not be profitably undertaken under ordinary treatment.

"(Signed) DUFFERIN PAVING COMPANY, LIMITED."

EXHIBIT No. 2-F: Letter dated August 30th, 1935, from Dufferin Paving Company, Limited, to R. A. Campbell, Deputy Minister, Department of Northern Development: Re extension of contract No. 21 southerly approximately 2 miles.

MR. ELLIS. Q. Were any estimates prepared by the Department of the cost of the additional 5.18 miles?

A. No; that would be almost impossible, because different gangs had been working on the section intermittently throughout the progress of the other work.

Q. Then the Department had not even an approximate idea of what the additional 5.18 miles was going to cost?

A. An approximate idea, yes.

Q. What was the approximate idea?

A. Well, it would be very approximate; something along the line we were discussing yesterday. Work in different sections approximates the same cost.

Q. But what was the total approximate figure?

A. Discussing it with the Minister I said about \$30,000 or \$40,000 per mile.

Q. And that was the only estimate given by the Department?

A. Yes, that is for the mile and a half already under construction.

Q. And that covered the whole of the additional 5.18 miles?

A. It would be much the same way.

Q. I want to return to one matter: The contract for the 7 miles extension was given on December 28th, 1935, and that for the additional 5.18 miles on August 20th, 1935, is that correct?

A. Yes.

Q. But according to your original contract, the work should have been completed on July 1st, 1935, is not that correct?

A. Yes.

Q. Then when you gave additional contracts subsequent to the 1st July, 1935, the original contract had not been completed?

A. No; the original contract had not been completed.

Q. So the reason you gave this morning for not collecting the penalty of \$50 per day, namely, because of the additional work, is not quite correct, is it? (No response.)

HON. MR. ROEBUCK: That is only one of the reasons he gave this morning. He did not give that as *the* reason.

WITNESS: It is the general practice that has existed in the Department for

years back. It is necessary to have that penalty clause in the contract in order to make it valid, I understand.

HON. MR. ROEBUCK: Q. Were there any extensions prior to July, 1935; within a month after the granting of the contract was there not an extension granted?

A. Yes, I think there was an extension prior to that date.

MR. ELLIS: Q. That is a new extension. Let us have the details of this one. This is news to me. (No response.)

THE CHAIRMAN: Q. Do I understand you to say that the penalty clause is in the contract to be enforced in case a contractor loafs or lies down on the job?

A. Yes, that is the reason; if the contractor had stopped operations against the Department's wishes the penalty could be enforced.

HON. MR. ROEBUCK: Q. Is it not a fact that almost immediately you started work and the contractor paid his 35 cents an hour you had labour trouble in your camps where they were being paid 25 cents an hour?

A. Yes.

Q. Immediately the work commenced?

A. Yes.

Q. And was it not because of that, that you let the first extension?

A. Yes.

Q. And was not that within a month or so after the original contract was let and the work had commenced?

A. Yes, within a month, I would say.

Q. So that as far as the completion of the work is concerned, you had given a contract within a month after the contract had been let—you had given an extension?

A. Yes.

Q. By reason of labour trouble?

A. Yes.

MR. ELLIS: Q. In reply to a question asked you by the Hon. Attorney-General you stated that there had been extensions granted prior to the 1st July, 1935. Let us hear what they were?

A. When the original contract was let it was to embrace 31 miles of work

between two sections of the road between Kenora and Fort Frances which has not been touched by the day labour gangs. Adjacent to this section on the north and the south were day labour camps in operation over short stretches. As I remember it, there were about five miles on the north and about four or five miles on the south.

MR. ELLIS. Q. Those are the extensions we have been dealing with, are they not?

A. They comprise part of those extensions.

Q. Listen to my question carefully: In reply to a question asked of you by the Attorney-General you stated that there had been some extensions given to the Dufferin Paving Company, Limited, prior to July 1st, 1935. What are those extensions?

A. The extension was to take in the work of camps 2-B2 and 2-B3 on the north and one camp on the south operating at the time.

Q. What additional mileage was given to the contractor prior to the 1st July, 1935, over and above the 35 miles set out in the contract? (No response.)

THE CHAIRMAN: I think the Attorney-General's question was: Within a month after the letting of the contract?

MR. ELLIS: No. The question which the Attorney-General asked was whether there had been any extensions prior to July 1st, 1935, and the answer of the witness was that he believed there had been.

HON. MR. ROEBUCK: That is correct.

MR. ELLIS: Q. What were they?

A. Generally it was where these three camps were working.

Q. I want the mileage and the location?

A. I have a little sketch prepared here which I think would explain it much better than correspondence. It is rather a difficult thing to explain because the mileages are different.

MR. ELLIS: Your sketch might explain it better than the correspondence, but I am going to demand a production of the correspondence, showing all extensions granted prior to the 1st July, 1935. Now, produce it. If you are wrong in your statement about the extensions being given prior to the 1st July, 1935, say so. If you are right, produce the letters?

A. I think that is what I could not locate on the file.

Q. No, that was in connection with the 5.18 extension which was considered by the Department on August 20th, 1935, and I am talking of prior to July 1st, 1935? (No response.)

Q. Perhaps I can assist you. I am not trying to trap you. From my knowledge, prior to July 1st, 1935, no extensions at all were given. The first extension was given on August 20th, 1935, as per the letter which you read to the Committee, and the seven mile extension was given on December 27th, 1935; and there were not, as I understand it, any extensions other than the 5.18 miles and the 7 miles?

A. Yes.

Q. Then produce first the correspondence in connection with those extensions? (Witness addresses Mr. Ellis *sotto voce*).

MR. ELLIS: The witness wishes to tell me what he has to say in connection with the letter I have asked him to produce.

WITNESS: I am unable to find the letter on the file although I have a distinct recollection of writing the letter a year ago last November or December shortly after the contractor started to work, at the time the labour trouble had arisen, asking that he accept an extension to cover the work that was being done by day labour.

MR. ELLIS: Q. But there is no correspondence of any kind in connection with that matter on any of the files?

A. I do not remember seeing any when I was going through the file.

Q. My recollection agrees entirely with yours. What was the mileage of this extension granted prior to the 1st July, 1935?

A. On the north approximately 3 miles.

Q. This is over and above the 12.18 miles?

A. Yes, over and above the 12.18 miles.

Q. An additional mileage of how much?

A. Approximately 3 miles.

Q. At which end of the road?

A. Adjacent to the original contract on the north.

Q. And your recollection—perhaps I can assist you—is that after communication with the contractor he accepted the 3 miles, I presume on the same terms as set out in the original contract?

A. Yes, there was about a mile and a half on the south, I think, one camp.

MR. COLTER: Has that anything to do with it? (Showing file.)

MR. ELLIS: I might suggest that we are perfectly agreeable that the witness

go through the file and produce any of these letters, and they can be put in at any time, even though we may have closed the proceedings here. They are pretty big files, and possibly he may have overlooked some of the letters. Under those circumstances naturally we would have to be provided with copies.

WITNESS: I think this letter will establish the fact that there was an extension granted around November 1st, 1934.

Q. You might read the letter to the Committee?

A. It is a letter written at Fort Frances, Ontario, dated November 1st, 1934, reading as follows.—

“Fort Frances, Ontario,
“November 1st, 1934.”

“R. A. Campbell, Esq.,
“Deputy Minister, Department of Northern Development,
“Parliament Buildings, Toronto, Ontario.

“Dear Sir:

“*Re: Combine Bay-Fort Frances-Kenora Highway*”

“I have closed down this camp as the entire stretch of road we intended to construct has been abandoned for the new line. We have completed about three-quarters of a mile. The Dufferin Paving Company's contract starts at Station 606, and this work can be handled most economically from our Camp at Muskie Bay.

“The Dufferin Company have agreed to take over the camp at a price to be determined after negotiating with the Department. It is their intention to start construction on this section of their contract in the spring. I have arranged to protect the Department's property in the meantime. This will leave only one camp between Nestor Falls and Station 606, namely, Muskie Bay, who will complete their work by spring and will mean the completion of a standard road between Nestor Falls and the Dufferin Paving Company contract.

“Mr. R. T. Lyons, District Engineer, closed out the Crow Lake camp and established a new camp at Little Pine Lake, south of Nestor Falls, where some dangerous curvature will be eliminated by a new revision. We are moving the buildings from Crow Lake to One-Sided Lake and establishing a new camp. This will take care of a further revision of the existing line.

“The existing road from Emo to Nestor Falls is very narrow and in many places does not permit the passing of two cars in safety. The alignment is bad and full of dangerous curvature. It is essential that this situation be remedied before the completion of the Dufferin Paving Company contract.

“The establishing of these camps will not increase the present number of men in the board camps and the quantity of rock work will make the operations fairly economical.

“Yours very truly,

“(Signed) D. H. CLARK.”

EXHIBIT 2-G: Letter dated Fort Frances, November 1st, 1934, from D. H. Clark to R. A. Campbell, Deputy Minister, Department of Northern Development: Re Combine Bay-Fort Frances-Kenora Highway.

MR. ELLIS: That is a report from one of your own engineers to you?

A. Yes.

Q. And there is no correspondence at all between the Department and the Dufferin Paving Company that you can find relating to this additional 3 mile extension?

A. No.

Q. We have dealt with an additional extension of 7 miles, an additional extension of 5.18 miles and an additional extension of 3 miles over and above the mileage set out in the original contract. Was there any further extension granted to the Dufferin Paving Company?

A. Would you call off the extensions again?

Q. We have dealt with the extension of 7 miles, with the extension of 5.18 miles and with the extension of 3 miles granted to the Dufferin Paving Company, Limited, over and above the mileage set out in the original contract. Now, are there any further extensions of the highway?

A. No; that covers the extensions.

Q. Now, there was some additional work done by the contractors over and above that set out in the original contract, was there not?

A. Yes.

Q. There were some bridges constructed?

A. Yes.

Q. That were not provided for in the contract?

A. Yes.

Q. How many bridges were there?

A. To date four bridges.

Q. Tell us where they are, and give us some details of each bridge, and the type of its construction, and also its size?

A. At Mile 7.59 on the track a creosoted timber bridge 78 feet in length has been constructed.

Q. By the Dufferin Paving Company, Limited?

A. Yes.

Q. Not in the contract?

A. No. The materials were supplied by the Department. At Berry Creek, a bridge 184 feet long has been constructed by the Dufferin Paving Company, Limited, with material supplied by the Department. At Reed Narrows a 558-foot bridge has been constructed; that is a creosoted timber bridge. At Sioux Narrows at the present time the construction of a bridge 364 feet long is in progress; that is also a creosoted timber bridge.

Q. And none of these bridges were included in the original contract?

A. No.

Q. Were any tenders called for the construction of any of the bridges?

A. No; tenders were not called for the construction of these bridges. The type of bridge in question really requires the contractor doing the grading to construct the bridge, as there are two operations necessary, part of which is grading and part of which is the construction of the bridge; and it would be most confusing to have two separate parties working on the two jobs.

Q. Do you know the approximate cost of each bridge? (No response.)

HON. MR. ROEBUCK: Q. Before you leave the point you have just mentioned, namely, that there is nothing about bridge work in the tenders, may I ask the witness what is force work?

A. Force work is work that cannot be foreseen, to cover incidental work in connection with any construction project.

Q. I see under the heading "Force Work" on the tenders the following:—

"Foreman.....	per hour	\$0.60
"1½ cu. yd. Truck.....	" "	1.50
"Labour.....	" "	.40
"Team.....	" "	1.00
"Grader.....	" "	1.50."

Does that in any way apply to bridge work?

A. Part of it might; the hauling of the materials and the unloading of the materials supplied by the Department.

Q. And any excavations, and that sort of thing, are also covered in this tender?

A. Yes, foundation excavations are all covered.

Q. And labour is covered?

A. Yes.

Q. And hauling is covered?

A. Yes.

Q. And you supply the materials?

A. Yes, there might be some forms of labour that would not be covered by the original Force Account tender, such as bridge work.

Q. But everything else is covered in your tender for your bridge work, your unit prices all apply to bridge work? (No response.)

MR. HEIGHINGTON: Is not that for the Committee to decide?

WITNESS: The greater percentage would be covered by the Force Account items' bid.

HON. MR. ROEBUCK: Q. So it is not correct to say that the bridge work was not covered by the tender? (No response.)

MR. ELLIS: Q. As a matter of fact, Mr. Campbell, were these bridges covered by the original contract?

A. That is a difficult question to answer. At the time of the original contract the type of bridge had not even been determined.

Q. Had you decided on any bridges?

A. Yes, the survey showed the necessity of bridges over certain channels.

Q. Why did you not therefore include those bridges in the original contract?

A. Because when the preliminary survey is made the full information in connection with the bridge is not obtainable. Some bridges are found necessary and the survey party making the location have not the facilities.

Q. In your answer to the Attorney-General you have very clearly intimated to the Committee that the bridge work was included in the original contract.

HON. MR. ROEBUCK: No; he did not say that. There is a different way of phrasing these things.

MR. ELLIS: Now, Mr. Attorney-General, kindly let the witness answer.

HON. MR. ROEBUCK: You are putting words in the mouth of the witness.

MR. ELLIS: I am doing so with a clear understanding in my mind that the witness has intimated to the Committee that the four bridges were included in the original contract.

THE CHAIRMAN: Oh, no.

WITNESS: I think I can explain.

THE CHAIRMAN: The inference I took from the remarks of the witness was that these bridges were contemplated, and a certain unit price for work necessary to be done to protect the bridge to be built was contemplated in the contract.

HON. MR. ROEBUCK: Yes.

MR. ELLIS: Q. Is that correct?

A. The Force Account prices take care of certain unforeseen works that might arise during construction.

Q. And would the Force Work include everything that was done in connection with the construction of those four bridges?

A. No, not everything.

Q. No, of course not, because, as a matter of fact I want you to produce the letter which your Department sent to the Dufferin Paving Company, Limited, asking them to submit unit prices on the four bridges. Produce that letter. It will be around March, 1935. Read the first letter sent by your Department to the Dufferin Paving Company relating to the construction of four bridges?

A. From the Department to the Dufferin Paving Company, Limited?

Q. The first letter opening up negotiations between the two parties in connection with the construction of the four bridges?

A. The letter is dated Toronto, March 4th, 1935, and reads as follows:—

“Toronto, Ont., March 4th, 1935.

“The Dufferin Paving Co. Ltd.,
“Fleet St. W.,
“Toronto, Ontario.

“Dear Sirs:

“It is contemplated to build about four small creosoted timber structures on your Contract on the Kenora-Fort Frances Highway as follows:

“1. Creek at Mile 7.5, one 45 ft. Span with one 15 ft. Span, Pile Trestle Approach at each end, all of treated timber.

“2. Berry Creek—Plans not yet to hand, probably one main Span, about 100 ft. long with a couple of Pile Trestle Approach Spans, all of treated timber.

“3. Reed Narrows Bridge—Consisting of one 45 ft. Timber Span with approximately 36 15 ft. Pile Trestle Spans, all of treated timber.

"4. Sioux Narrows—Consisting of approximately one Span, approximately 225 ft. long with a couple of 15 ft. Trestle Spans for Approaches, all of treated Timber.

"If you would consider submitting prices on the construction of these bridges as an extension to your contract, will you kindly submit unit prices for the following items of work which might be required in this construction, and any such work to be performed to be as an extension to the Grading Contract No. 21, Kenora.

"(1) Pile-driving, per lineal foot, for Piling below Cut-Off.

"(2) Erecting Timber per MFBM in place, to be supplied by Department.

"(3) Placing Iron, per lb., to be supplied by Department.

"(4) Foundation excavation—Dry Solid Rock, per cu. yd.

"(5) Foundation Excavation—Wet Solid Rock, per cu. yd.

"(6) Foundation Excavation—Dry other material, per cu. yd.

"(7) Foundation Excavation—Wet other material, per cu. yd.

"(8) Rock Fill for Cribs in place, per cu. yd.

"(9) Concrete in Place, cement to be supplied by Department, per cu. yd.

"(10) Timber for Coffor Dams, purchased, hauled and placed by Contractor, including fastenings, per MFBM.

"(11) Placing Creosoted Timber in Piers or Cribs, timber to be supplied by Department, per MFBM.

"(12) Purchasing, framing, hauling and placing untreated timber in Piers or Cribs, including Iron, per MFBM.

"(13) Placing Bitumen Surface one inch thick on bridge decks, per sq. yd., Bitumen to be supplied by the Department.

"NOTE: Hauling of piling, timber (except in items 10 and 12), iron, cement, bitumen, and other sundries not purchased and supplied by the Contractor, shall be paid for at the rate of Sixty cents per ton mile, as specified in the Grading Contract No. 21, Kenora. Force items, if incurred, will be paid for at the hourly rate specified in the Grading Contract No. 21, Kenora.

"Yours truly,

"(Signed) R. A. CAMPBELL,

"Deputy Minister."

"TFF-ED

EXHIBIT No. 2-H: Letter dated Toronto, March 4th, 1935, from R. A. Campbell, Deputy Minister, Department of Northern Development, to the Dufferin Paving Company, Limited, Toronto: Re Creek at Mile 7.5; Berry Creek; Reed Narrows Bridge and Sioux Narrows.

HON. MR. ROEBUCK: Force items are mentioned in the letter.

MR. ELLIS: Yes.

HON. MR. ROEBUCK: Q. Were the ton miles mentioned in that letter? Ton Miles Haul is mentioned in the tender: Per mile, 75 cents?

A. 60 cents.

Q. They reduced it from 75 cents to 60 cents?

A. Yes.

MR. ELLIS: Q. If the bridges were contemplated and included in the Force labour, why did you have to ask for all these unit prices?

A. These are additional unit prices that we felt we could get a better price on by asking for a new unit price.

HON. MR. ROEBUCK: Q. Did you get it better?

MR. ELLIS: Just a moment, please. I am coming to that.

Q. Therefore, will you now say that these bridges were covered entirely and completely by the item of Force labour?

A. I don't think I said they were entirely and completely covered.

Q. Did they vary in any great degree, after reading all the unit prices you have read to this Committee?

A. Yes, a considerable amount of the labour was covered by Force items.

Q. And outside that, none?

A. Well, the Department supplied the materials.

HON. MR. ROEBUCK: Q. There would not be much else? (No response.)

MR. ELLIS: Have you ever in all your experience heard of four bridges being constructed under an item of Force labour, as set out in the contract?

A. Yes, I found that in railway construction we often did that work by Force labour.

Q. Did you in this particular contract make your payment on these bridges under the heading of Force labour?

A. Some of it, I believe; yes.

Q. We will come to that later on. What is the total amount of the cost of these four bridges to date? (No response.)

Q. If you do not know exactly, give me a rough idea?

A. I have a note here prepared by the office saying that labour and miscellaneous items approximated \$23,000.

Q. About \$23,000 was spent in connection with these bridges?

A. And in addition to that the Ton Mile Haul of approximately \$25,000.

Q. Look up your last Progress Estimate and tell me how much of the \$23,000 was charged to Force labour?

THE CHAIRMAN: Gentlemen, it is now one o'clock.

MR. ELLIS: I want to get this answer on the record, and then we are willing to drop it there.

THE CHAIRMAN: Gentlemen, while the witness is looking up the answer to the last question permit me to thank everyone in the room, including counsel, for their orderly conduct, and abstinence from recrimination this morning. I thank you all for your splendid co-operation with your Chairman in maintaining perfect order and expediting the progress of the proceedings of this Committee. I appreciate it very, very much. If you will wait until the witness answers the last question then I shall be able to announce when this Committee will resume its sittings.

MR. ELLIS: Q. What is the amount on the Force labour on the original contract plus the 15 mile extension, the total amount spent?

A. In units, or subdivided, or how?

MR. ELLIS: If the witness cannot answer, I will make the answer myself.

HON. MR. ROEBUCK: Are you looking for Force Work?

MR. ELLIS: He has it. I want the witness to refer to the item on the last Progress Estimate under the heading of Force Labour, and tell me the total opposite thereto.

THE CHAIRMAN: To save time, let us put that document in as an exhibit.

MR. ELLIS: Oh, no. I do not want it in as an exhibit for the moment.

WITNESS: There is an item here: "General Bridge Man, 3901 hours at 70 cents per hour, \$2,730.70." That is only one item under Force Work that would be incorporated in the bridge work.

HON. MR. ROEBUCK: That shows on the face of the document itself.

WITNESS: Then there would be 9,035 hours of labour at 50 cents per hour, amounting to \$4,517.50, and a foreman, 1,148 hours at 90 cents, \$1,033.20. Part of that would be included in the bridge, and the bridge man would be an experienced bridge man; some of the labour is common labour, and some would be experienced bridge labour.

MR. ELLIS: I suggest that we might leave the matter here, because we are getting into the Progress Estimates, and everything applicable to the bridge is very clearly indicated on the Progress Estimates by the letter "B." We will come to that. It will take some considerable time. I suggest that the Committee adjourn to such date as is acceptable to the Committee. Personally I am willing to proceed whenever the Committee wishes.

HON. MR. ROEBUCK: We are, I hope, approaching the close of the Session. It is the usual practice to conclude some time about Easter, and I know we all want to do so, so we cannot allow this matter to drag on. My suggestion, very respectfully made to you, Sirs, is that we go right on. To-morrow is Saturday. Let us meet to-morrow morning and clean this thing up. I do not know whether we can finish to-morrow, but I do not see why we cannot.

THE CHAIRMAN: How long will you be, Mr. Ellis?

MR. ELLIS: Frankly, I cannot tell. I am willing to go on.

HON. MR. ROEBUCK: Then let us go on to-morrow morning at nine o'clock. What do the Members say?

VOICES: Make it nine-thirty.

THE CHAIRMAN: The Committee is now adjourned until nine-thirty to-morrow morning.

Whereupon the Committee adjourned at 1.05 o'clock p.m. until 9.30 o'clock a.m. on Saturday, March 28th, A.D. 1936.

FOURTH SITTING

Parliament Buildings, Toronto,
Saturday, March 28th, 1936, at 9.30 a.m.

THE CHAIRMAN: The Secretary will call the roll.

The Secretary called the Roll of Members of the Committee.

MR. PRICE: Mr. Chairman, before the Committee starts, I would like to make a Resolution, seconded by Mr. Macaulay:—

That A. E. Wicks, of A. E. Wicks & Company, Limited, of Cochrane, be summoned before the Public Accounts Committee at a date to be fixed, to give evidence on the contracts alleged to be secured by them from the Temiskaming & Northern Ontario Railway Commission or by assignment from the original contractor, and to bring with him such copies of contracts, letters, documents, papers, telegrams and other data and material and any assignment of said contracts as may be in the possession of the said company or under their control.

THE CHAIRMAN: What is the pleasure of the Committee on the motion by Mr. Price, seconded by Mr. Macaulay?

(Carried.)

MR. GLASS: Mr. Chairman, I have not a Resolution written out, but I should like to move:—

That Mr. Edgar Gagne and Mr. L. B. Christie be subpoenaed before the Committee.

THE CHAIRMAN: Is it agreeable to you, Mr. Price, to add those two names to your motion?

MR. PRICE: Yes, I would like to have fixed the time when we would go on with this matter. I understood from Mr. Roebuck that we would go on on Monday morning.

HON. MR. ROEBUCK: That was the plan, Mr. Price, but it depends on my long-winded confrere at the end of the table. I am not going to make any eight or nine-hour speeches to-day, and if Mr. Ellis is going to close in a reasonable length of time this morning, I will try to conclude by 1.00 o'clock. I do not know what Mr. Ellis is going to do.

MR. ELLIS: I think we will probably be through much earlier than you imagine.

MR. PRICE: I think it would be better to set a date, if we can do so.

HON. MR. ROEBUCK: Yes, it would be better to set it for Monday morning if we can conclude this morning. If we continue all afternoon we ought to finish with this matter.

MR. ELLIS: I think we will be through this morning without any trouble.

HON. MR. ROEBUCK: Very well; set it for Monday, and if there is any change to be made, we will telephone to your residence. I think you can be fairly assured.

MR. HEIGHINGTON: Before the Committee starts with the evidence, Mr. Chairman, I would like to draw to the attention of the Members of the Committee the matter of the recording of some of the exhibits which I think will be of importance when we come to certify the proceedings to the House. In the printed report of the proceedings of March 26th, Exhibit No. 2 is referred to as a file containing seven original tenders. Now the file consists of these two bundles,

and the Dufferin tender is in one while the other six tenders are in the other. Where we have dealt with individual letters from either of these files we have marked them as Exhibits 2-C or 2-D, and so on.

MR. SCHWENGER: Quite right.

MR. HEIGHTON: I would like the seven tenders designated so that when we report the proceedings to the House and we wish to refer to a particular tender, we will not have to wade through these two bundles to find the one required. I discussed this with the Secretary of the Committee, and he seemed to agree.

HON. MR. ROEBUCK: I think we might go further than that and copy that kind of an exhibit into the notes.

MR. HEIGHTON: Yes, I think we should, to assist Counsel in the examination to refer to a certain tender as Exhibit 2 something or other.

MR. SCHWENGER: Perhaps the examination of to-day could be conducted in that way.

MR. HEIGHTON: We might ask the Secretary to designate the seven tenders in some particular way.

THE CHAIRMAN: I would suggest that the tenders be marked: 2-(1), 2-(2), and so on.

EXHIBIT NO. 2 (re-described):

- (1) Tender No. 35972 for Contract No. 21, from James M. Davis Construction Co.
- (2) Tender No. 35975 for Contract No. 21, from Hewitson Construction Co., Ltd.
- (3) Tender No. 35976 for Contract No. 21, from Chambers, McQuigge & McCaffrey Co. Ltd.
- (4) Tender No. 35977 for Contract No. 21, from Assiniboia Engineering & Construction Company.
- (5) Tender No. 35973 for Contract No. 21, from Angus & Taylor Limited.
- (6) Tender No. 35974 for Contract No. 21, from Johnson Bros. Co., Limited.
- (7) Tender for Contract No. 21, from Dufferin Paving Company, Limited, No. 36607.
- (8) Tender for Contract No. 21, from A. Cope & Sons, Limited.

R. A. CAMPBELL resumed the Stand.

MR. ELLIS: I may remind the Members of the Committee that we were dealing with a letter from the Department to the Dufferin Paving Company requesting a unit price for the construction of the bridges which were not included in the original contract. I would ask the witness to produce a letter from the Dufferin Paving Company dated March 14th, 1935, to the Department of Northern Development, and read it to the Committee. This, I would request, be put in as a separate exhibit.

MR. SCHWENGER: What was the date, Mr. Ellis?

MR. ELLIS: March 14th, 1935. Instead, get the letter dated March 6th, 1935, from the Department to the Dufferin Paving Company.

WITNESS: Dated March 6th?

MR. ELLIS: Yes. I would like this letter to go in as a separate exhibit, and I would ask you to read it to the Committee.

THE CHAIRMAN: Is that necessary, if it is read into the record?

MR. ELLIS: I want it marked as a separate exhibit; whether it remains on the file is immaterial.

WITNESS: The letter is headed, "Toronto, Ont., March 6th, 1935," and is addressed to the Dufferin Paving Co., Ltd.—

"Gentlemen:

Re: Contract 21—Kenora
Re: Four Bridges to be Built

"Your letter of the 5th instant in reply to mine of the 4th is to hand.

"The prices submitted for erection of these structures seem rather excessive and I regret to inform you that before allowing you to proceed with this work a drastic scaling down of prices on Items 1 to 12 in your letter will be necessary.

"Yours very truly,

"(Signed) R. A. CAMPBELL,
"Deputy Minister."

EXHIBIT No. 2-(1): Letter from R. A. Campbell, Deputy Minister, Department of Northern Development, dated March 6th, 1935, to Dufferin Paving Co., Ltd., re Contract 21—Kenora; re four bridges to be built.

MR. ELLIS: Q. Will you produce a letter from the Dufferin Paving Company to the Department dated March 14th, 1935? This I also want to have marked as a separate exhibit.

HON. MR. ROEBUCK: Have you marked that letter of March 6th, as an exhibit?

MR. SCHWENGER: Yes, as Exhibit 2-(1).

MR. ELLIS: It has been filed as Exhibit 2-(1).

MR. SCHWENGER: The letter he is going to read should be filed as Exhibit 2-(J).

EXHIBIT No. 2-(J): Letter dated March 14th, 1935, from the Dufferin Paving Co., Ltd., to R. A. Campbell, Deputy Minister.

WITNESS: This is a letter from the Dufferin Paving Company, Limited, to R. A. Campbell, Deputy Minister of Northern Development, dated March 14th, 1935, and reads:—

“Dear Sir:

Re: Contract No. 21—Kenora

“We have your letter of March 6th, and are sorry to note that you consider that the prices submitted in our letter of March 5th in connection with the four creosoted timber structures on the above contract appear to be excessive. However, as we are very anxious to secure this work if at all possible, we have checked over our costs and by cutting these costs down to rock bottom, we are able to submit revised prices on Items 1 to 12 as set out below. We trust, therefore, that these prices will meet with your approval, as it is not possible for us to make any further reductions in same.” . . .

The prices are then listed below.

MR. ELLIS: Q. Read them.

WITNESS:

“(1) Pile-driving, for piling below cut-off. Creosoted piles to be supplied by Department—\$0.80 per lineal foot.

“(2) Erecting timber in place, to be supplied by Department—\$21.00 per M. F.B.M.

“(3) Placing iron, to be supplied by Department—\$0.03½ per lb.

“(4) Foundation excavation, dry solid rock—\$4.50 per cubic yard.

“(5) Foundation excavation, wet solid rock—\$8.00 per cubic yard.

“(6) Foundation excavation, dry, other material—\$1.15 per cubic yard.

“(7) Foundation excavation—wet, other material—\$5.00 per cubic yard.

“(8) Rock fill for cribs in place—\$4.75 per cubic yard.

“(9) Concrete in place, cement to be supplied by Department—\$14.50 per cubic yard.”

MR. ELLIS: Q. Why would the Department supply the cement?"

A. It is a general practice in order to ensure a good quality of cement so that there will be no attempt on the part of the contractor to skim on it.

"(10) Timber for coffer dams, purchased, hauled and placed, including fastenings—\$160.00 per M. F.B.M.

"(11) Placing creosoted timber in piers or cribs, timber to be supplied by Department—\$15.00 per M. F.B.M."

MR. ELLIS: Q. Why would the timber be supplied by the Department?

A. That is all creosoted timber.

Q. Why is it supplied by the Department?

A. Because it is part of the bridge, and the bridge is designed as a whole.

Q. Why would not the contractor himself supply the timber?

A. The policy of the Department is to supply the timber.

Q. Do you agree with that policy?

A. Yes.

"(12) Purchasing, framing, hauling and placing untreated timber in piers or cribs, including iron—\$160.00 per M. F.B.M.

"(13) Placing bitumen surface one inch thick on bridge decks, bitumen to be supplied by Department—\$0.60 per square yard."

Q. Why is the bitumen supplied by the Department?

A. For the same reason as the cement.

"Hauling of piling, timber (except in Items 10 and 12), iron, cement, bitumen and other sundries not purchased and supplied by us shall be paid for at the rate of Sixty Cents (60c.) per ton mile, as specified in our contract. Force items, if incurred, will be paid for at the hourly rates specified in our contract.

"(Signed) DUFFERIN PAVING COMPANY."

MR. ELLIS: Q. Now would you produce a letter from the Department to the Dufferin Paving Company, dated April 1st, 1935, and read that to the Committee? This, also, is to go in as a separate exhibit.

A. From the Department to the Dufferin Paving Company?

Q. Yes.

A. This is dated at Toronto, April 1st, 1935.

HON. MR. ROEBUCK: This will be Exhibit 2-(K) I suppose?

THE CHAIRMAN: Yes.

EXHIBIT No. 2-(K): Letter dated April 1st, 1935, from the Department to the Dufferin Paving Co.

WITNESS: This is a letter to the Dufferin Paving Company:—

“Gentlemen:

*Re: Creosoted Timber Bridges and Trestles, Contract No. 21,
Kenora District—Fort Frances Highway*

“With reference to your letter of March 14th submitting prices for units of work in connection with the erection of creosoted timber trestles and bridges on your contract, kindly be advised that the prices submitted are satisfactory and you are hereby authorized to proceed with any such work on this contract as directed by the engineer in accordance with these prices and any such work will constitute an extension to your present contract.

“For purpose of record the prices specified are listed immediately following: . . .”

MR. ELLIS: Read them.

WITNESS:

“(1) Pile-driving, for piling below cut-off. Creosoted piles to be supplied by Department—\$0.80 per lineal foot.

“(2) Erecting timber in place, to be supplied by Department—\$21.00 per M. F.B.M.

“(3) Placing iron, to be supplied by Department—\$0.03½ per lb.

“(4) Foundation excavation, dry solid rock—\$4.50 per cubic yard.

“(5) Foundation excavation, wet solid rock—\$8.00 per cubic yard.

“(6) Foundation excavation, dry, other material—\$1.15 per cubic yard.

“(7) Foundation excavation, wet, other material—\$5.00 per cubic yard.

“(8) Rock fill for cribs in place—\$4.75 per cubic yard.” . . .

HON. MR. ROEBUCK: Are we gaining anything by reading out these figures?

MR. ELLIS: It will be in the record, and the Members of the Committee will have an opportunity to hear it.

WITNESS: (Continuing)—

- “(9) Concrete in place, cement to be supplied by Department—\$14.50 per cubic yard.
- “(10) Timber for coffer dams, purchases, hauled and placed, including fastenings—\$160.00 per M. F.B.M.
- “(11) Placing creosoted timber in piers or cribs, timber to be supplied by Department—\$15.00 per M. F.B.M.
- “(12) Purchasing, framing, hauling and placing untreated timber in piers or cribs, including iron—\$160.00 per M. F.B.M.
- “(13) Placing bitumen surface one inch thick on bridge decks, bitumen to be supplied by Department—\$0.60 per square yard.

“Hauling of piling, timber (except in Items 10 and 12), iron, cement, bitumen and other sundries not purchased and supplied by the contract shall be paid for at the rate of Sixty Cents (60c.) per ton mile, as specified in the contract. Force items, if incurred, will be paid for at the hourly rates specified in the contract.

“(Signed) R. A. CAMPBELL,
“Deputy Minister.”

MR. ELLIS: Q. What official in your Department finally settled on the unit prices submitted by the Dufferin Paving Company in regard to the bridges?

A. Mr. T. F. Francis, the expert.

Q. Would you produce the plans, if any, prepared by your Department for these bridges? The witness has not got the plans here, but he is going to get them. Now, Mr. Campbell, would you produce the specifications, if any, for the bridges, or any estimates made by the Department with regard to the possible cost of the bridges? Were there any estimates made by the Department as to the cost of these four bridges?

A. The cost of the bridges in question would mainly be the cost of the material.

Q. You are not answering my question. Mr. Reporter, would you please repeat the last question to the witness.

REPORTER: (Read) “Q. Were there any estimates made by the Department as to the cost of these four bridges?”

WITNESS: That, I could not say, off hand. That would be a routine matter covered by the engineer of construction.

MR. ELLIS: Q. You do not know?

A. I do not know.

Q. Have you ever seen any?

A. We have estimated the cost of doing similar work by day labour.

Q. You have not answered my question.

A. No. I don't recollect having seen any.

Q. Have you ever heard of there being any?

A. That would be taken for granted; that the engineer of construction would—

HON. MR. ROEBUCK: What you mean, Mr. Ellis, are written estimates?

MR. ELLIS: I want the written estimates.

HON. MR. ROEBUCK: Yes. The thing may have been figured out in the engineer's mind and yet there be no written documents.

WITNESS: It is not the usual procedure for an engineer to write an estimate out. It is not the usual practice.

MR. ELLIS: I am going to ask, Mr. Chairman, that the witness be required to produce any estimates made by the Department with regard to those four bridges, or any of them.

HON. MR. ROEBUCK: Which were written down.

MR. ELLIS: Which were written down.

THE CHAIRMAN: As I understand the witness, he said it is not the usual practice for an engineer to do that.

MR. ELLIS: The witness has not been definite as to whether or not there are written estimates.

WITNESS: There are none that I know of.

MR. ELLIS: I am going to ask the witness to make a thorough inspection of the files, and if there are any, to produce them; and if there are none, I want him to say so.

WITNESS: It is almost impossible to estimate the cost of this class of work.

MR. ELLIS: I know, but that is not the point, witness. We are not asking whether it is possible or impossible; we are asking a simple question: Are there or are there not estimates in writing in connection with the four bridges prepared by your Department. If the witness will say there are none, I am satisfied.

MR. COLTER: No, you are not satisfied.

MR. ELLIS: Q. Have you been through the file?

A. I have been through a considerable section of the file.

Q. What are you now in a position to say?

A. That I could not find any estimate on the file.

Q. Now I want you to produce all the progress certificates. I would like all these progress certificates to be put in as a separate exhibit.

EXHIBIT No. 6: Progress Certificates, re Contract No. 21, Road Construction—Kenora-Fort Frances Highway.

MR. ELLIS: Q. The progress certificates which you now have in your hand refer to what contract or contracts?

A. To Contract No. 21.

Q. And that covers the original 35 miles plus what mileage in addition?

A. This covers 40.18 miles, and the first estimate on the last extension of 7 miles adjacent to the Trans-Canada Highway.

MR. ELLIS: I am going to ask you to separate the last mentioned progress certificate from the others, because I propose to put that in as a separate exhibit. What you now hold in your hands of Exhibit 6 refers to Contract No. 21 and covers a distance of 40.18 miles only?

A. Yes.

MR. ELLIS: I want you to produce the progress certificate covering the extension of 7 miles, and I want that put in as an Exhibit as well.

THE CHAIRMAN: Exhibit No. 7 will be the progress certificate covering the last seven miles.

EXHIBIT No. 7: Progress Certificate, dated at Kenora, Ont., February 29th, 1936, from the Dufferin Paving Company, Limited, re Contract No. 21 Extension.

MR. ELLIS: Q. That leaves 3 miles, Mr. Campbell, still to be accounted for. Would you produce the progress certificate for the remaining 3 miles?

MR. COLTER: Do not make a statement, please.

MR. ELLIS: If my learned friend will pardon me; on the evidence the total mileage is shown conclusively to have been 50.18 miles.

MR. COLTER: No, it was not.

MR. ELLIS: I will go into it with the witness and I will show you that you are wrong.

MR. COLTER: Clear it up.

MR. ELLIS: Q. Where are the progress certificates for the remaining three miles?

A. There is no remaining three miles.

Q. The original contract was let for 35 miles? Is that not correct? Mark down the figures.

A. No, the original contract was let for 31 miles.

Q. Would you refer to Exhibit No. 1?

MR. COLTER: It is in as an exhibit.

THE CHAIRMAN: That, I think, was gone over.

MR. ELLIS: But my learned friend is disputing it and I, therefore, want to examine him on it.

MR. COLTER: He said all the way through that the first contract was for 31 miles.

MR. ELLIS: Pardon me, he said no such thing. In case there is any dispute, I am going to ask the stenographer to refer back and let us get that settled.

HON. MR. ROEBUCK: If you are going to close, go ahead.

MR. ELLIS: You cannot urge me to close before I bring out all the evidence.

HON. MR. ROEBUCK: I am urging you to go ahead.

MR. COLTER: Ask the question and don't make a statement. Don't put words in the witness's mouth.

MR. ELLIS: I am not putting words in his mouth.

Q. Will you look at the original contract, and I want you to look at the first page of it and read it over and tell me how many miles the original contract covers?

A. The figures show from mileage 33 to mileage 68. The intent of the original contract was 31 miles, as shown in the information to bidders.

Q. Yes, but the contract covers 35 miles, does it not?

MR. COLTER: The contract speaks for itself.

MR. ELLIS: The witness is contradicting the contract.

MR. COLTER: The contract speaks for itself.

MR. ELLIS: Q. What mileage does the original contract show?

A. From mileage 33 to mileage 68 approximately.

Q. What mileage of construction does that leave?

A. Approximately 35 miles.

MR. ELLIS: Exactly.

THE CHAIRMAN: To make this clear—we have gone over this about three times—does that include the two miles at either end that work had partly been done on by day labour?

WITNESS: The intent of the original contract was for the virgin section only; and the mileage as placed on it is a clerical error.

MR. ELLIS: Q. The mileage placed on what is a clerical error?

A. On the contract.

Q. On the contract?

A. Yes.

Q. So you now say, Mr. Campbell, that by a clerical error in the original contract the Dufferin Paving Company was given four miles more than was ever intended?

A. Not necessarily.

Q. Well, then explain to me, because I cannot understand it.

A. The contract in any event—the amount of work they would do would be the amount staked out by the engineer. And the engineer had instructions they had to do the virgin section only.

Q. Actually how many miles was that?

A. 31 miles.

MR. COLTER: Is that clear, that it is 31 miles?

MR. ELLIS: Q. So, then, by a clerical error the Dufferin Paving Company were in a position to insist upon an additional four miles of road construction more than the Department ever intended?

A. Not necessarily.

MR. COLTER: The contract speaks for itself.

MR. ELLIS: The witness referred to the intention and I am trying to examine on it.

THE CHAIRMAN: We have gone over it three times, but if it will enlighten anyone, we might as well go over it for the fourth time.

MR. ELLIS: Surely all the Members of this Committee want all the information they can get in connection with these contracts, and that is what I am trying to bring out. You have heard the evidence, and I think you will all agree with me that I am justified in getting these points straightened out because I am sure it is not clear in your minds.

HON. MR. ROEBUCK: Go ahead, Mr. Ellis.

MR. ELLIS: Q. This fact remains: that this contractor is entitled to construct four miles more than the Department ever intended?

A. Not necessarily. There is a provision in the contract for the Minister to stop the work.

Q. That is the only remedy you have?

A. No. The intent of the contract—of all the contracts of this type—is to pay the contractor only for what he does, and the engineer has absolute charge of the amount to be done.

Q. Although the contract may set out a specified number of miles, the engineer could cut it in half if he saw fit? Is that correct?

A. Yes.

Q. I wonder why you bother about having contracts.

A. The contract in no event sets out the quantities to be moved. It shows only the unit prices.

Q. What do the tenders show?

A. The tenders show quantity only for bidding purposes.

THE CHAIRMAN: So, in other words, Mr. Campbell, it is the unit price that is essential, not the rough mileage?

A. The rough mileage is not material, no.

MR. ELLIS: Q. What is the total amount of mileage under construction by the Dufferin Paving Company under any contract whether it be in writing or whether it not be in writing?

A. The first complete section is 40.18 miles.

Q. Yes.

A. The second section which they are now working on is 7 miles.

Q. Is that all?

A. That is all.

Q. So, altogether, this company is now constructing 47.18 miles?

A. Yes?

Q. You are quite certain of that?

A. Yes, quite certain of that.

Q. Now to come back to the progress certificates, dealing with Contract No. 21, you stated that those progress certificates covered 40.18 miles?

A. Exhibit No. 6 covers 40.18 miles.

Q. And Exhibit No. 7 covers the remaining 7 miles?

A. Covers the remaining 7 miles, yes, the work done to the end of February.

Q. Now, the original contract granted to the Dufferin Paving Company was for \$689,296.02, was it not?

A. No, the original contract specified no set amount. The original contract was let on a unit basis.

Q. Then we will refer to the original tender of the Dufferin Paving Company. Would you look at it and tell us the total price submitted by the Dufferin Paving Company and accepted by the Department?

MR. HEIGHTON: What number are you going to give to the Dufferin Paving Company tender?

THE SECRETARY: It will be Exhibit No. 2-(7).

MR. ELLIS: The witness is referred to Exhibit No. 2-(7), the tender of the Dufferin Paving Company.

WITNESS: The total estimated tender is \$689,296.02.

Q. Would you kindly refer to the last progress certificate relating to Contract No. 21, and tell the Committee the total value of the work done on that contract up to the end of February, 1936?

A. \$1,928,954.24.

Q. You did not answer my question. I asked you to tell me the total value of the work done to the end of February, 1936.

A. The last certificate I have here is to the end of January.

Q. Well, you must certainly have the last progress certificate because I made a copy of it.

A. Yes, there is one.

Q. Now I want this added to that exhibit because it is a very important part of the exhibit. You have in your hand the last progress certificate? That was up to the end of February, 1936?

A. Yes, I have.

Q. I want you to listen to my question carefully. Will you tell the Committee the total value of the work done to the end of February, 1936, according to Contract No. 21, alone, as shown by the progress certificate?

A. The total value of work done to the end of February as shown by the estimate for Contract No. 21 and extension is \$1,953,212.05.

Q. Now will you produce the progress certificate relating to the remaining seven miles?

MR. COLTER: It is in.

MR. ELLIS: I know it is in, but I am asking him to refer to it. That progress certificate covers what period of time?

A. The month of February.

Q. What year?

A. 1936.

Q. And what is the total value of the work done according to that certificate?

A. \$5,027.10.

Q. Now, have your Department made any estimate, or have you any personal knowledge as to the approximate cost of the remainder of the work to be done under all contracts?

A. No, not that I know of.

Q. Can you give us any rough idea as to what it will cost the Department to finish up?

HON. MR. ROEBUCK: Do you mean a guess?

MR. ELLIS: He is an expert witness.

HON. MR. ROEBUCK: We do not want guesses.

MR. ELLIS: If you will pardon me, I do think—

HON. MR. ROEBUCK: If you are building your case on guesses, it is all right.

MR. ELLIS: I am quite willing to let you build your case on guesses or anything you wish, but kindly let me do the same. Whether you think I am wrong or right does not bother me.

HON. MR. ROEBUCK: Go ahead with the guessing contest.

MR. ELLIS: Q. Now, as Deputy Minister of the Department of Northern Development, are you in any position to give us an approximate idea as to what the remainder of the work is going to cost?

A. Very approximately only.

Q. All right, let us hear it.

A. On the seven-mile section to the north I would say the total cost would be somewhere in the neighbourhood of \$40,000 to \$45,000 a mile.

Q. So that means that the estimate on the seven miles still to be completed will run perhaps somewhere around \$300,000?

A. Well, that is only a guess.

Q. That is all right. Now, what in your opinion will the balance of the work to be done on the 40.18 miles cost?

A. That, I would not care to give.

Q. Have you no idea?

A. It would be very little. It would be a relatively small percentage.

Q. Can you give us any idea in round figures?

A. No, there are too many unforeseen things to attempt to do that. This spring there might be sections washed out.

Q. Assume that no sections will be washed out, can you give us an approximate idea, however rough it may be?

THE CHAIRMAN: Do you think it will help the Committee to have the witness guess like that?

WITNESS: No, the contract is not complete. The contractor is still working on the last bridge; and if any unforeseen wash-outs occur in the spring it will be necessary for him to do the work and to repair it.

MR. ELLIS: Q. Let us assume that no unforeseen circumstances will happen, do you mean to tell me, as Deputy Minister of the Department of Northern

Development, that you cannot hazard any estimate as to the cost of the remainder of the work on the 40.18 miles?

A. Yes. I have not been over this work since July.

Q. But surely, as Deputy Minister, you know what is going on and you know the state of the performance of the contract at the present time?

A. Not in that detail. There is too much work in that department for the Deputy Minister to know all the details in connection with every contract.

Q. So, in short, you are in no position at all to even hazard a guess as to what the remaining cost with regard to the 40.18 miles is going to be?

A. No.

Q. How far is the road toward completion, talking in percentages?

A. The road is practically finished unless something unforeseen develops in the spring, such as a sink hole or a wash-out.

Q. When do you expect it to be finally completed?

A. After the spring run-off is completed and we see what happens to the road.

Q. Would you please refer to Exhibit No. 8, which is the last progress certificate relating to Contract No. 21?

THE CHAIRMAN: Do you want this marked especially?

MR. ELLIS: That was a part of Exhibit 6. It is the last progress estimate covering the month of February, 1936.

HON. MR. ROEBUCK: You had better mark that as Exhibit No. 8.

THE CHAIRMAN: It is the last progress certificate of Exhibit No. 6.

EXHIBIT NO. 8: Progress certificate, dated Kenora, Ont., February 29th, 1936, from Dufferin Paving Company, re Contract No. 21, Road Construction—Kenora-Fort Frances Highway.

MR. ELLIS: Q. Will you tell the Committee the total amount of the hold back as shown on the progress certificate?

A. Lump sum of \$15,000.

Q. What does your contract say that you should hold back?

A. 10 per cent. But that has never been lived up to.

Q. I have a recollection that you stated in your evidence that 10 per cent had been held back throughout the contract?

A. During the progress of the work, but when any job is completed it has always been the policy of the Department to release the hold back.

Q. Would you produce all the letters you have relating to a reduction in the hold back?

THE CHAIRMAN: Exhibit No. 8 is the last progress certificate of Exhibit No. 6.

MR. ELLIS: Q. Would you start with the first letter relating to a hold back? Each letter is to be made a separate exhibit.

WITNESS: Letter from the Dufferin Paving Company, Limited, December 16th, 1935, addressed to R. A. Campbell, Deputy Minister:—

“Dear Sir:

Re: Contract No. 21—Kenora.

“We would appreciate if it would be possible for the Department to release to us at this time the holdback of \$100,000 retained on the November estimate for the above contract.

“We feel that it would be in order for the Department to grant this release of holdback, as in addition to work done during the present month there is also a very considerable amount of work performed in previous months to be returned on final estimate. In our opinion, the total of this unreturned work is much more than 10% of the contract price to date.

“We trust therefore that your Department may see clear to grant this release of holdback at this time.

EXHIBIT No. 2-(L): Letter dated December 16th, 1935, from the Dufferin Paving Company, Limited, to Mr. R. A. Campbell, Deputy Minister, Department of Northern Development, re Contract No. 21—Kenora.

THE CHAIRMAN: What is the next one?

WITNESS: A letter addressed to Mr. E. A. Kelly, Department of Northern Development, Kenora, Ontario.

MR. ELLIS: Q. What is the date?

A. Dated December 23rd, 1935.

“Dear Sir:

Re: Contract No. 21—Kenora.

“This is to advise that a November supplementary estimate has been passed in connection with the above Contract, in the amount of \$85,900.00. This reduces the holdback from \$100,000.00 to \$15,000.00.

"The total deductions on this Contract is \$8,106.26, the same as shown on the regular November Estimate. This amount is made up of 'Accounts and rentals from Prev. Cert. \$7,582.26. Accounts and rentals this month (November), \$524.00.'

"(Signed) W. LL. Lawer,
"Accountant."

MR. HEIGHINGTON: Will you, witness, identify two other letters which we do not need to read?

THE CHAIRMAN: Just a moment, until we get this marked.

EXHIBIT No. 2-(M): Letter dated December 23rd, 1935, from W. LL. Lawer to Mr. E. A. Kelly, Department of Northern Development, Kenora, Ont., re Contract No. 21—Kenora.

MR. ELLIS: Q. Did the Department return to the Dufferin Paving Company the sum of \$85,000 out of the \$100,000 held back?

A. The Department paid to the Dufferin Paving Company \$85,000 of the \$100,000 held back. The occasion, as I remember it, was that the president came up to my office and stated that they were short of funds to meet the current payroll, and as at that time practically a month's work had been done for which they had not been paid, he asked that the holdback be reduced in order to give him more funds at the bank. It has always been the common practice of the Department to do this on a request of that type.

HON. MR. ROEBUCK: Q. That is, when a job is finished, you release the hold-back?

A. Towards the end of the current month and if the work has been carried on, if there is sufficient work done by the contractor for which he had not been paid, to assure the Department that the holdback can be replaced the following month, which was done in this case.

Q. I should have said, as the work is done you release the holdback for that portion of work which is completed?

A. If the contractor makes a special request, as short of funds, to meet his current liabilities. There is no harm in doing it because there is practically a month's work already done for which he has not been paid, which is assurance to the Department.

MR. ELLIS: Q. Up to the present time, you have a sum of \$15,000 holdback to cover the total completion of the various contracts?

A. No, it is not to cover the total completion, because the performance bond guarantees the completion of the work.

Q. The original contract says that you should retain 10 per cent of the contract price until the completion of the work, does it not?

A. Yes. It is more of a formality.

Q. I want you to refer to Exhibit No. 8, which was the last progress certificate.

THE CHAIRMAN: Gentlemen, as we will be going on until 1.00 o'clock, I think it would be advisable to have a ten-minute recess now.

(The Committee recessed for ten minutes.)

THE CHAIRMAN: Is there something you wanted marked, Mr. Heighington?

MR. HEIGHINGTON: I would like Mr. Campbell to identify two letters both bearing date of the 23rd of December, 1935, one from the Department to the Dufferin Paving Company, Ltd., and the other from the Department to Mr. J. McCoubrey.

EXHIBIT No. 2-(N): Letter dated December 23rd, 1935, from W. LL. Lawer to Messrs. Dufferin Paving Co., Ltd., re Contract No. 21—Kenora.

EXHIBIT No. 2-(O): Letter dated December 23rd, 1935, from W. LL. Lawer to Mr. J. McCoubrey, Divisional Engineer, Department of Northern Development, Box 577, Kenora, re Contract No. 21—Kenora.

MR. ELLIS: Mr. Chairman, the witness has produced the plans of the bridges which I would like to have put in as an exhibit. He might explain roughly to the Committee what the plans show.

THE CHAIRMAN: Are there separate plans for each bridge?

WITNESS: Yes.

THE CHAIRMAN: Which is the first plan?

A. The bridges start from the north and go south.

THE CHAIRMAN: Bridge No. 1 will be the most northerly of the bridges?

A. The most northerly bridge. That is mileage 7.59. There are two plans for each bridge.

THE CHAIRMAN: I understand, Mr. Ellis, that there are two plans for each bridge.

WITNESS: Not for all of them.

THE CHAIRMAN: Well, are there two plans for the first bridge?

A. Yes.

THE CHAIRMAN: To save time, we will mark all the bridge plans as No. 9.

EXHIBIT No. 9: Bridge plans.

MR. ELLIS: Q. Now, Mr. Campbell, would you produce the estimates prepared by the Department as to the cost of these bridges?

A. I have not the estimates with me.

Q. When you say you have not the estimates with you, cannot you go and send out for them?

A. In building a bridge of this type it is impossible to get an exact estimate. That is, in driving the piles, of which there are a number, the cost depends upon the material encountered beneath the surface. A 50-foot pile may be started and when it is driven 20 feet it may strike rock. The contractor, on this basis, gets paid for only the section driven of value to the Department. It may require a 50-foot pile or a 20-foot pile.

Q. But I still want you to produce the estimates in writing prepared by your Department in connection with the contracts for these four bridges.

A. The estimates would be made by the engineer of construction and would be approximate only. The work must be performed, and it is the unit cost that governs.

Q. Mr. Campbell, I don't want to keep this Committee, but I want you to produce the estimates prepared by your Department in connection with the four bridges. Are you going to produce them or are you not?

A. I haven't the estimates with me.

Q. Will you kindly send out and get them?

A. I do not know whether there is an estimate existing or not.

Q. Will you kindly send out and ascertain whether there are any existing estimates, or not? And I want you to be in a position to tell the Committee definitely before the morning is through whether or not there are any estimates in connection with these bridges.

A. As a general rule—

Q. I am not asking you—

THE CHAIRMAN: Let him answer the question.

WITNESS: As a general rule—

MR. ELLIS: I am not asking you about a general rule.

THE CHAIRMAN: Then I will ask him.

MR. ELLIS: You will have to wait until I ask my question.

THE CHAIRMAN: When you ask a question, you must be fair to the witness and allow him to answer it. He started to make an answer and you stopped him, which is not quite fair.

MR. ELLIS: Go ahead; make your answer.

WITNESS: The usual practice is that when the plan comes in from the field engineer to the head office the engineer of construction sits down and, with the figures available, estimates the cost of the job.

MR. ELLIS: All right, we will not question you any further on that until you produce the estimates in writing.

Q. Would you please produce the specifications in connection with the four bridges, and we will mark those as one exhibit?

A. To which specifications do you refer?

Q. In connection with the four bridges.

A. Which particular specification?

Q. The specifications as to the four bridges. I am going to ask you to produce those and we will call them one exhibit.

A. Well, on bridge work of this type—

Q. First, produce your estimates, and we are filing them as an exhibit, or the specifications, rather.

A. Which specifications do you refer to, the pre-framing of the bridges or the construction of the bridges?

Q. All specifications relating to the four bridges. I ask you now to produce them and have them marked as an exhibit; then we will deal with the specifications.

A. The specifications are covered by the plans.

Q. Then there are no specifications in writing?

A. There are no written specifications on work of this type.

Q. Now I want you to get the last progress certificate relating to Contract No. 21, also the tender of the Dufferin Paving Company. Will you read to the Committee the various items appearing on the progress certificate, and read the same item from the tender of the Dufferin Paving Company?

A. You just want the unit prices?

Q. Quantities and everything; and read the same items on the tender.

A. On the progress certificate I will read the figures first.

Q. And what exhibit is that?

A. Exhibit No. 8.

Q. Yes?

A. And then I will read the corresponding item—

Q. In the tender of the Dufferin Paving Company.

A. Clearing 368.19, previously reported.

Q. Just read the total.

A. The latest total?

Q. Yes.

A. 378.19 acres at \$75.00 an acre; total \$28,364.25.

Q. Would you read the same item from the tender of the Dufferin Paving Company?

A. Clearing as ordered, 279 acres, bid price, \$75.00; contractor's bid, \$20,925.00.

Q. State each time what you are referring to. You are reading now from the last progress certificate, so say that each time and then say "tender" and give the corresponding item.

WITNESS: Progress certificate, grubbing, 133.82 acres at \$125.00 per acre, total value \$16,727.50. Tender: 209 acres at \$125.00 per acre; total figure, \$26,125.00.

HON. MR. ROEBUCK: Is not the price the same in each instance in the tender and in the progress certificate?

WITNESS: Yes.

HON. MR. ROEBUCK: Then there is no advantage in reading it unless it varies.

MR. ELLIS: The quantities vary.

HON. MR. ROEBUCK: The price does not vary.

MR. ELLIS: There is no harm in putting it in.

WITNESS: Certificate: Close cutting, 236.40 acres, \$55.00 per acre, \$13,002.00. On the tender, the close cutting, 70 acres, \$55.00 per acre, total \$3,850.00.

Solid rock excavation (machine drilling): on the certificate, 463,320 cubic yards, \$1.90; total, \$880,308. On the tender form, solid rock, 216,854 cubic yards, \$1.90; total \$412,022.60.

HON. MR. ROEBUCK: Another reduction.

WITNESS: Loose rock; on the certificate, 77,945 cubic yards, at 80 cents, totalling \$62,356. Loose rock on the tender: 19,984 cubic yards at 80 cents, totalling \$15,987.20.

Muskeg excavation: On the certificate, 60,778 cubic yards at 30 cents, totalling \$18,233.40. Muskeg on the tender; 45,470 cubic yards, at 30 cents, totalling \$13,641.

Other material, excavation: certificate, 228,404 cubic yards at 22 cents, totalling \$50,248.88. On the tender, other material 298,436 cubic yards at 22 cents, totalling \$65,655.92.

Overhaul, on the certificate, 1,570,303 yards at 10 cents, totalling \$157,030.30. On the tender, overhaul, 600,000 cubic yards at 10 cents, totalling \$60,000.

Gravel surface, on the certificate, 90,646 cubic yards at \$3.75, totalling \$339,922.50. On the tender, gravel in place, no quantity shown, price bid, \$5.50.

MR. ELLIS: Q. The price bid was \$5.50 a cubic yard, and the contract was entered into on that basis. How did it come about that the contractor was paid at the rate of \$3.75?

A. The price inserted in the tender where no quantities are shown is not necessarily paid; that is, it is more in the matter of a submission of a price.

Q. How did it come about that arrangements were made with Dufferin Paving Company, Limited, to accept for gravel \$3.75 per cubic yard when their contract entitled them to \$5.50 per cubic yard?

A. It was not necessary to accept this price, and the Department refused to pay that price for the gravel.

Q. Although you had entered into the contract?

A. On this particular item or any item where quantities were not shown, to fulfil the contract it is only necessary to move one unit, or, in other words, one cubic yard.

Q. What negotiations did you have with the Dufferin Paving Company about reducing the amount per cubic yard from \$5.50 to \$3.75?

A. In the Spring of 1935, unemployment was very acute in the Kenora district, and pressure was being brought on the Department to increase the amount of work being carried on in the district. At that time the road bed was in position to accept clay surface and gravel, although it had not been the intention of the Department when the job was started to necessarily do this work.

The Contractor communicated with the Department regarding the increasing of his force and pointed out that the work originally let in the contract—that is, the grading to subgrade—was completely covered with men, that is, was using as many men as he could use; in order to employ more men it was necessary that clay surfacing and gravelling be done.

Q. You are rather far away from the question which I asked.

A. The Department then asked the Contractor to submit a price for clay surface.

Q. I have not been asking about clay surfacing. The question I asked was: What negotiations did you have with the Dufferin Paving Company about reducing the price for gravel from \$5.50 to \$3.75?

MR. COLTER: He is coming to that.

WITNESS: The Department then decided to go ahead. It is necessary to do the clay-surfacing before the gravelling can be done. That is, your rock fills are there, uncovered. If you put gravel on top of them, you would have no road. It is necessary to put a cushion over the rock cuts and fills. So it was necessary for the Department to negotiate a price for the clay surfacing, the cushion, before the gravel price could be entered into.

MR. ELLIS: Q. To come back to my question which you have not yet answered, what negotiations did you have with the Dufferin Paving Company about reducing the price for gravel from \$5.50 as set out in their tender, to the price of \$3.75 per cubic yard, which you paid them?

A. On April 16th, 1935, the Dufferin Paving Company wrote the Department—

THE CHAIRMAN: That is part of Exhibit 2.

MR. ELLIS: I want that entered as a separate exhibit.

WITNESS:

“Re Contract 21—Kenora

“As you no doubt are aware, we now have approximately 14 miles of the above work ready for gravel to be placed on same.

“We would be pleased to hear from you as to whether or not you consider it is now in order for us to proceed with this gravelling work.

“Yours very truly.

“Dufferin Paving Company, Limited.”

EXHIBIT No. 2-P: Letter, Dufferin Paving Company, Limited, to Mr. R. A. Campbell, Deputy Minister of Northern Development, dated April 16th, 1935.

MR. ELLIS: Q. The next letter referring to the same matter?

A. A letter from the Department to the Dufferin Paving Company, dated April 24th, 1935:

“Replying to your letter of the 16th inst. re Contract 21—Kenora.

“We feel that your contract price of \$5.50 per cubic yard in place is out of line with conditions, and if agreeable to you, you may proceed with gravelling on the Engineer’s instructions at the rate of \$3.75 per cubic yard in place. You will understand that this includes all necessary haul and under no condition will overhaul be allowed on any gravelling.

“I understand that suitable clay is not available for a top dressing on the rock fills and in numerous rock cuts, and as your overhaul price is not suitable for this class of work, we are prepared to offer you a price of \$1.60 per cubic yard for all clay cushion in place. No overhaul will be allowed on this work.

“If this price is agreeable, this will be your authority to start work in both cases, advising the Department by return your acceptance of the above change in price.

“Yours truly,

“(Signed) R. A. Campbell,
“Deputy Minister.”

EXHIBIT No. 2-Q: Letter, Mr. R. A. Campbell, Deputy Minister of Northern Development, to Dufferin Paving Company, Limited, dated April 24th, 1935.

Q. What was the reply to that letter?

A. On April 24th, 1935, a letter from the Dufferin Paving Company, addressed to R. A. Campbell, Deputy Minister.

“*Re Contract 21—Kenora*

“We wish to acknowledge your letter of April 24th, in connection with placing of gravel and clay cushion on the above contract, and to advise that the prices which you have set on these two items are satisfactory to us.

“Accordingly we are arranging to proceed with this gravelling and clay cushion work.

“Yours very truly,

“Dufferin Paving Company, Limited.”

EXHIBIT No. 2-R: Letter, Dufferin Paving Company, Limited, to Mr. R. A. Campbell, Deputy Minister of Northern Development, dated April 24th, 1935.

Q. Presumably at the time the tender of the Dufferin Paving Company was submitted, the Department considered the tender of \$5.50 per cubic yard for gravel in place was most excessive?

A. At the time the tender was submitted the information was not available for anyone to make a reasonable bid on that.

Q. In other words, the Department did not have the necessary information to enable it to come to a conclusion as to whether or not the price of \$5.50 per cubic yard for gravel in the tender of the Dufferin Paving Company was a reasonable one or an unreasonable one?

HON. MR. ROEBUCK: Q. Was it possible under any circumstances to have such information?

A. Not before the road was constructed to subgrade.

MR. ELLIS: Q. Refer to the tender of Chambers, McQuigge and McCaffrey Company Ltd. and tell me their bid for gravel in place?

A. The tender of Chambers, McQuigge and McCaffrey Co. Ltd. shows the price submitted for gravel in place at \$2.25 per cubic yard.

Q. Give us the similar tender of Angus & Taylor Ltd.?

A. Angus & Taylor Ltd., the tender shows for gravel in place, \$1.50.

Q. Per cubic yard?

A. Per cubic yard.

Q. Now, the tender of Johnson Bros. Company, Limited.

A. The tender of Johnson Bros. Company, Limited, shows for gravel in place 90 cents per cubic yard.

Q. Go back to your last progress certificate and continue the items making the same comparison, or taking the same items in the tender. By the way, in the meantime I might ask you: what equipment did the Dufferin Paving Company have on their various contracts—machinery and equipment?

A. I could not say definitely off-hand, but they had three or four shovels, some gasoline shovels, some teams, some trucks.

Q. Would you refer to a letter of December 21st, 1934, in which the Department got a report of what equipment and machinery was being used on the job?

This will go in as a separate exhibit. I would ask to have the witness read from the letter that part referring to a report as to equipment and machinery being used by the contractor.

WITNESS: This report I think is a report by A. S. O'Hara, Provincial Sanitary Inspector. I don't think there is anything about equipment in this.

Q. Tell us to the best of your knowledge what machinery and equipment the contractor had from the beginning of the contract up to the present time?

A. He has several compressors for rock drilling, a maximum of four shovels which were not working at all times, several trucks, teams, and that would consist of the equipment.

Q. Would you continue with the next item on the last progress certificate, Exhibit 8, and compare it with the tender of the Contractor?

Perhaps before you proceed with that, in February of this year did you receive a report that the Dufferin Paving Company had sustained a loss to their equipment from fire amounting to between \$75,000 and \$100,000?

A. I remember something of that; I did not get the letter myself.

Q. Would you get the letter dated February 24th, 1936? You might read the letter. We will not put it in as an exhibit.

A. The letter is dated Kenora, Ontario, February 24th, 1936, addressed to T. F. Francis, Engineer of Construction.

"The Dufferin Paving Company's Machine Shop at Grassy Bay was destroyed by fire on the morning of Saturday, 22nd February.

"The size of the machine shop was 120 feet by 22 feet and there were 3 adjoining buildings, which were destroyed, these were as follows: Store-room, 60 feet by 16 feet; Blacksmith Shop, 24 feet by 14 feet, and Electric-welding and Lathe Shop, 30 feet by 16 feet.

"The equipment in the buildings at the time of the fire consisted of 2 gas shovels, 5 compressors, 2 caterpillar dumptors and one gasoline hoist for pile-driver.

"All the machinery, etc., inside the buildings is a total loss, and I estimate the damage as being between seventy-five thousand and one hundred thousand dollars.

"The men did not even have time to save their tools, nor even their watches, etc., which were hanging on the walls.

"The fire started in the Electric-welding Shop."

The letter is signed by J. McCoubrey.

EXHIBIT No. 2-S: Letter J. McCoubrey, Divisional Engineer, to T. F. Francis, Engineer of Construction, dated February 24th, 1936.

HON. MR. ROEBUCK: Q. Do you know whether that was insured, witness?

A. No, that would be the contractor's risk, but I understand that it was not insured at the time of the loss.

MR. HEIGHINGTON: Q. Was there any Government equipment loaned to the contractor?

A. There was on the job, I think. I don't know whether there was in there or not.

Q. You do not know whether the Government suffered any loss?

A. I would not think so, or the Engineer would have reported it in his letter.

MR. ELLIS: Q. Proceed with the last progress certificate, making comparison as you were?

A. Rip Rap, loose, 1,942 cubic yards, at \$2.00, totalling \$3,884.

Q. You are reading from the last progress certificate?

A. Yes.

Q. You might mention that each time?

A. On the tender form, loose Rip Rap, \$2.00 per cubic yard, 8,750 cubic yards, \$17,500.

On the estimate, Rip Rap, hand laid, 3,434 cubic yards at \$2.25 per cubic yard, total \$7,726.50. On the tender form, hand laid Rip Rap, \$2.25 per cubic yard, 7,000 cubic yards, totalling \$15,750.00.

On the progress certificate, Rubble Masonry, 337.7 cubic yards, \$3.00 per cubic yard, total \$1,013.10. On the tender, Dry Rubble, \$3.00 per cubic yard, 1,000 cubic yards, total \$3,000.

HON. MR. ROEBUCK: If my friend is going through this long document, reading first one figure and then another, perhaps I can expedite the matter by saying that we will make up a little form in which we set out in one column the quantities and price on the progress certificate and in another column similar amounts, if any, in the tender. It is a mere matter of clerical work. Why should the whole committee stand—

MR. ELLIS: I think the Committee are entitled to the information, and I want it down in the record.

HON. MR. ROEBUCK: You would get it in the record in that way.

MR. ELLIS: I am quite willing to do anything I reasonably can.

HON. MR. ROEBUCK: This is not very reasonable. I thought you wanted to expedite the matter. If you want to waste time and tire out the Committee, go ahead.

MR. ELLIS: I want to do it in my own way and not in the Attorney-General's way. The witness will proceed.

HON. MR. ROEBUCK: And so far into the night.

WITNESS: The other material, 2,890 cubic yards at 80 cents, total \$2,312; that is on the progress certificate. On the tender form, Foundation Excavation Dry, 80 cents per cubic yard, 6,125 cubic yards, totalling \$4,900.

Solid Rock in Wet Foundation Pits, on the progress certificate, 93.9 cubic yards at \$8.00 per cubic yard, totalling \$759.20. That is a price that was not included in the original tender form.

MR. ELLIS: Q. There was no price submitted in the original tender form at all for Solid Rock in Wet Foundation Pits?

A. No.

Q. Why was that?

A. That work was required to be done in connection with a bridge.

Other material in Wet Foundation Pits, on the progress certificate, 592 cubic yards at \$2.50 a cubic yard, totalling \$1,480. On the tender form: Foundation Excavation Wet, 6,125 cubic yards, total bid \$15,312.50.

Q. Now, the next?

A. On the progress certificate, Clay Surface, 188,203 at \$1.60, totalling \$301,124.80.

Q. Now give me the amount in the tender?

A. There is no price in the tender.

Q. No price in the tender at all. This involves an expenditure of \$301,000 and you now state there is nothing in the tender at all about that item. Is that correct?

A. That is correct.

Q. Will you explain why to the Committee?

A. At the time the tender was called, the Department had not definitely decided on doing that work.

Q. Doing what work?

A. The clay surfacing.

Q. Then the clay surfacing is something that no one knew anything about when the tenders were called for?

HON. MR. ROEBUCK: "Anything" is a large order.

MR. ELLIS: Let us hear what the witness has to say.

WITNESS: It is something that the contractors knew nothing about.

MR. ELLIS: Q. So none of them tendered on the clay surface?

A. None of them tendered on the clay surface.

Q. At that time was it contemplated by the Department that there would be a clay surface?

A. Not necessarily.

Q. No, but was it?

A. At the time the tenders were called it was the Department's idea to proceed with the construction to subgrade only, which does not include clay surface.

Q. In short, the clay surface is an extra?

A. I don't understand what you mean by an extra.

Q. You know what an extra is in a contract?

A. The clay surface is in addition to the contract.

Q. Or, in other words, an extra to the contract?

A. No. I would interpret an extra as work performed without any prior arrangement regarding price.

Q. Then this is in effect a new contract over and above all other contracts entered into by the Department with the Dufferin Paving Company?

A. It is an extension to the original contract.

Q. Were any tenders called for?

A. Tenders were not called for.

Q. Any estimates made by the Department?

A. Yes, estimates were made.

Q. Will you produce the estimates and file them as a separate exhibit?

A. There was no written estimate.

Q. Was there any kind of estimate made by the Department?

A. Just a rough estimate in the office.

Q. What was the rough estimate?

A. It would be that it would run approximately so many thousand yards to the mile.

Q. Run so many thousand yards to the mile, and what was the estimate that it would run?

A. I don't recall the exact figures at the present time. It would be pretty well standard, the amount, because they would put on a standard thickness.

Q. There is nothing in writing to disclose that?

A. No.

Q. How did you arrive at the estimate of \$1.60 a cubic yard for the clay surface?

A. The conditions were very similar to those on the Trans-Canada, adjacent, where that was the price being paid to contractors.

Q. And that in your opinion was a proper price in view of what had been paid on other work in that neighbourhood?

A. Yes. I think we got a better price out of it than on the other work, because the wages were 35 cents a yard as against 25 cents.

Q. Now continue as we were before?

A. Other material, Dry Foundation Pits, on the progress certificate, 80 cubic yards at \$1.15, total \$92.00. On the tender form, Foundation Excavation Wet, \$2.50 per cubic yard, total, 6,125 cubic yards, \$15,312.50.

On the progress certificate, Dry Masonry Endwalls, number 242, at \$3.00 a piece, totalling \$726. On the tender, Dry Masonry Endwalls for Pipe Culverts, 210 Endwalls, at \$3.00 each, totalling \$630.

On the progress certificate, 24-inch culvert pipe, 4,336 lineal feet at 50 cents per foot, total \$2,168. On the tender form, placing 24-inch corrugated pipe in culverts, 50 cents per lineal foot, 312 lineal feet, totalling \$156.

On the progress certificate, placing 30-inch culvert pipe, 2,480 lineal feet at 60 cents per foot, total \$1,488. On the tender form, 120 lineal feet at 60 cents, totalling \$72.

On the progress certificate, 1,951 lineal feet of 36-inch pipe at 70 cents per foot, totalling \$1,365.70. There was no price tendered on that size of pipe on the original tender.

Placing 48-inch corrugated iron pipe, 72 lineal feet at 80 cents per foot, totalling \$57.60, on the progress certificate, and there was no price submitted for that size on the tender.

Q. Was there any price called for?

A. No price called for in either case nor submitted.

Cross waying on the progress certificate, 3,739 acres at \$300 per acre, totalling \$1,121.70. Cross waying on the tender, 26 acres, at \$300, totalling \$7,800.

Timber culverts (preframed creosoted), 42.86 M. F.B.M. at \$6.00 a thousand, total \$257.16, on the estimate—that is on the progress certificate. And on the tender there was no price for that item.

Timber culverts, untreated, on the progress certificate, 4.32 M. F.B.M. at \$6.00 a thousand, totalling \$25.92. On the tender, timber culverts, \$6.00 per thousand, totalling 955.4 thousand F.B.M., total \$5,732.40.

On the progress certificate, timber cribs or wing dams preframed creosoted, total 8.86 M. F.B.M. at \$15 a thousand, totalling \$132.90. And there was no price for that on the original tender. That is part of the bridges.

Rock fill in cribs, on the progress certificate, 76.80 cubic yards at \$4.75 per cubic yard, total, \$364.80. There was no price for that on the tender.

Hauling materials (supplied by D.N.D.)—

Q. What does D.N.D. mean?

A. Department of Northern Development. Ton miles, 54,299.8, 60 cents, totalling \$32,579.88.

Q. Now the tender.

A. On the tender, ton miles, 60 cents per ton mile, and no quantity shown.

Q. Was any estimate made by the Department prior to the calling of tenders on this item?

A. No, it was impossible to make an estimate of the miles required on a job of this nature. I might say for the committee's benefit that hauling materials under ton miles would include the culvert pipe, bridge timber, the supplies taken to the Engineer's camp, equipment and incidentals in connection with the job.

Force work bridgeman, 3,901 hours at 70 cents per hour, totalling \$2,730.70. There is no quotation on the original tender.

One and a half cubic yards capacity truck and driver, 184 hours at \$1.70 per hour, total, \$312.80. On the tender the Force work is quoted for one and a half yard truck, \$1.70 per hour, no hours shown. That is similar to the ton miles, the amount of use for incidental purposes.

Team and teamster, on the progress certificate, 1,152 hours at 75 cents an hour, totalling \$864, and on the original tender, team, 75 cents per hour, including teamster.

On the progress certificate, labour, hours, 9,035 at 50 cents, totalling

\$4,517.50. And this was bid on the Force work item on the original tender as no hours, at 50 cents.

Foreman, hours 1,148 at 90 cents, on the progress certificate, totalling \$1,033.20. On the tender there was no number of hours shown, and the bid was 90 cents per hour.

Blacksmith and shop, total 63 hours at \$1.50 per hour, totalling \$94.50 on the progress certificate, and that was an item that was not included in the original tender. It was in connection with the bridges, I think.

On the progress certificate, piling below cut-off, 7,964.4 lineal feet at 80 cents per foot, totalling \$6,371.52.

The next item on the estimate is bridge timber in place, 296.7 M. F.B.M. at \$21 per thousand, totalling \$6,230.07. That item was not included in the original tender either. May I say that the remaining items are in connection with bridges and were not included on the original tender.

Q. Read them as they are on the progress certificate, and say they are not on the tender?

A. Bridge iron in place, 38,076 pounds at 3½ cents per pound, totalling \$1,332.66. There was no price on the original tender for that last item.

Concrete in place, 1.75 cubic yards at \$14.50 per cubic yard, totalling \$25.38.

Timber for coffer-dams, 3.44 M. F.B.M. at \$160 a thousand, totalling \$550.40.

Materials purchased by Department, \$712.23.

Equipment rented by Department, \$3,565.

Q. That completes the last progress certificate. What outstanding claims have the Dufferin Paving Company, Limited, against the Department of Northern Development?

A. No outstanding claims.

Q. Of any kind?

A. No.

Q. There is no claim which they have put in to date which the Department has not settled with them?

A. There has been no claims submitted to the Department.

Q. That have not been settled?

A. There has been no claims submitted.

Q. Have they put in any claim for work done to date which has not been paid for by the Department?

A. No, there has been no claim submitted.

Q. Is there any dispute of any kind between the Department and the Dufferin Paving Company?

A. Any dispute?

Q. Over the contract or any item of it?

A. Not that I know of.

Q. I want you to look at your last progress certificate?

A. Yes.

Q. The four great sums involved are Solid Rock Excavation, \$880,000 odd; Overhaul, \$157,000 odd; Gravel Surface, \$339,000 odd; and Clay Surface, \$300,000 odd. I want you to refer to the tender of Johnson Brothers Company, Limited.

A. Yes.

Q. Their tender for solid rock is how much?

A. \$1.95 cents per cubic yard.

Q. Now I want you to take the quantity of solid rock that the contractor has been paid for, and I want you to work that out at \$1.95 cents?

A. \$903,474.

Q. Now I want you to take the item Overhaul and look at the tender of Johnson Brothers, Limited. What is their tender for Overhaul?

A. Their tender for Overhaul is 2 cents per cubic yard per station.

Q. In your progress certificate the total cubic yards is 1,570,303. Work that out at 2 cents?

A. That would work out at \$31,406.06.

Q. Then I want you to take the item Gravel Surface, and look at the tender of Johnson Brothers Company, Limited, and tell me what their charge was per cubic yard?

A. The bid price per cubic yard is 90 cents.

Q. What do you think of that as a bid price?

A. I think it is impossible.

Q. I want you to take the quantity in the last progress certificate of 90,646, and find out what that would have cost at 90 cents, the bid of Johnson Brothers Company, Limited?

A. I believe when Johnson Brothers put that bid in they figured they would get Overhaul at their Overhaul price in addition to the loading of the gravel.

Q. Well, I want you to work it out?

A. That would work out at \$81,581.40.

Q. The Clay Surface was an addition to the contract, and added to the three figures which I have given you re Johnson Brothers Company, Limited, the item for Clay Surface of \$301,124.80, actually paid and allowed by the Department as a fair and proper price, although not included in the tender—I want you to add those four figures together. Check that carefully?

A. I make the total \$1,317,586.26.

Q. Now take the four items actually paid the Dufferin Paving Company, Limited, according to your last progress certificate, and add those, and tell me the total?

A. (Adds.)

Q. Now, subtract what was actually paid—

THE CHAIRMAN: He has not given the total yet.

HON. MR. ROEBUCK: I protest against this method of procedure, because it is obviously unfair and misleading. My friend has chosen four items out of 41 items.

MR. ELLIS: It is 95 per cent.

HON. MR. ROEBUCK: Four items out of 41, in which he can find that there is a balance as against the contractor in favour of the second low tenderer, and he disregards all the items in which the Dufferin Paving Company is lower than the others.

MR. ELLIS: Pardon me, Mr. Attorney-General, you are misstating the facts.

HON. MR. ROEBUCK: It is you who are misstating the facts.

MR. ELLIS: I am not going to stand here and allow you to misstate a fact.

HON. MR. ROEBUCK: You are just going to allow me to finish what I have to say. I address myself to the Chair, and not to you. I do not wonder you do not want me to call attention to what you are trying to do.

MR. ELLIS: You said I took four items that were all in favour of the Johnson Brothers Construction Company. I did no such thing. The Johnson Brothers

Construction Company are higher on solid rock than are the Dufferin Paving Company, Limited.

HON. MR. ROEBUCK: You are taking four items only, let them be bigger or smaller, it is an unfair way to compare these two contracts, and it is a misleading way to a person who only reads this particular section, which no doubt you intend to do at some other time.

MR. ELLIS: I never thought of it.

HON. MR. ROEBUCK: Oh, you never thought of it!

MR. ELLIS: That may be your mentality; it is not mine.

HON. MR. ROEBUCK: I will take it as an undertaking on your part, then, that you will not read it on some other occasion. I protest against this method, Mr. Chairman, of holding up this contract to ridicule, because that is what he is trying to do, selecting certain items and then trying to get a balance to show that the second highest tenderer was in fact the lowest tenderer, and leaving out all those items in which the balance goes the other way.

THE CHAIRMAN: Probably you can bring that out.

MR. ELLIS: That can be very easily rectified and completed by the Honourable Attorney-General. He can bring out all the items, and then see whether he can show that I am wrong.

HON. MR. ROEBUCK: I am not going to waste time doing that.

MR. ELLIS: What is the difference?

THE CHAIRMAN: Q. What is the total?

MR. ELLIS: Q. What is the total of the amount paid the Dufferin Paving Company, Limited, on these four items?

A. On the last four items the total would be \$1,678,385.60.

Q. And the total amount paid was a little over \$1,900,000, so we have got nearly all the money that has been paid out to date on these four items. What is the difference on these two totals?

A. The difference as I make it is \$360,799.34.

Q. So if the contract had been given to Johnson Brothers Company, Limited, that amount of money would have been saved?

A. No, I don't think so.

Q. On those four items?

MR. COLTER: Why should you make a statement like that?

THE CHAIRMAN: He can ask the question and the witness can answer it. He says he does not agree with it.

MR. ELLIS: Q. If the contract had been let to Johnson Brothers Company, Limited, there would have been saved on those four items the sum of \$360,799?

A. No, I don't think so.

Q. All right, that is all I want to know. I am through.

By the HON. MR. ROEBUCK:

Q. Now, witness, will you tell me why that \$360,000 would not have been saved if the contract had been let to the Johnson Company?

A. Well, that gravel item, it is quite apparent that they could not possibly have done the necessary work for 90 cents a cubic yard.

Q. Is there any number of yards as stated in the tender to which the 90 cents applies?

A. There is no specified quantity in the tender form.

Q. So then is the Johnson Company bound to move any specified quantity at the rate they quote?

A. Not more than one cubic yard.

Q. If we had accepted the Johnson Company's tender, we would, in effect, have had a tender at 90 cents on one cubic yard.

MR. MACAULAY: Oh, rubbish!

HON. MR. ROEBUCK: I think perhaps the Engineer knows more than the gentleman who said rubbish.

THE CHAIRMAN: The witness does not agree with Mr. Macaulay.

HON. MR. ROEBUCK: And nobody else, perhaps.

Q. So, you would not have saved this 90 cent item which is charged up at \$1.60. Was \$1.60 a reasonable figure?

A. For the clay surfacing?

Q. Yes?

A. Yes, very reasonable.

Q. Was the 90 cents an unreasonable figure?

A. The 90 cents is a very unreasonable figure. May I state what was necessary to be done for that figure?

Q. Yes?

A. It was necessary for the contractor to clear, grub and open up the borrow pit.

THE CHAIRMAN: Q. Open up what?

A. The gravel pit. To remove without payment any overburden, to sort out all the oversize, to load the material, to haul the material on the road. There were two pits on the 40 miles in question. Then it was necessary for the gravel to be dumped on the road and spread, and maintained under traffic until the road was accepted by the Department.

HON. MR. ROEBUCK: Q. Tell me, how much does a cubic yard of gravel weigh?

A. A cubic yard of gravel weighs approximately 3,000 lbs.

Q. What would be the average haul on that amount of weight to the cubic yard?

A. The average haul, there was two pits on the 40 miles, and the average haul would be in the neighbourhood of eight miles.

Q. What is the usual rate, just in a general way, under such circumstances per ton mile for haulage?

A. Down in that district about 20 cents a ton mile is a very reasonable price.

Q. How much a cubic yard?

A. That would be 30 cents a cubic yard.

Q. And the haul, you say, is an average of eight—

A. Eight miles.

Q. So there is \$2.40 figuring it on cubic yard miles for each cubic yard that is delivered on the average to the job?

A. Yes.

Q. In view of that, is it or is it not obvious that the tenderer at 90 cents either did not know what the circumstances were, or was not intending to be bound by that tender for any specific amount?

A. Yes. In my opinion it was a bait price.

Q. And you have told me already he probably anticipated getting the Overhaul?

A. Yes.

Q. Was the Overhaul allowed to the Dufferin Paving Company in this price?

A. No.

Q. Were they allowed anything more for Overhaul?

A. No, they were allowed no Overhaul.

Q. So that is the flat price. Would you mind looking at the Assiniboia Engineering Company's tender?

A. Yes.

Q. Did they give any bid on gravel in place?

A. No, there is no figure shown for gravel in place on this tender.

Q. They did not even risk a figure?

A. No.

Q. Would you mind looking at the Hewitson Construction Company's tender?

A. Yes.

Q. Do you find any gravel in place on that tender?

A. No, there is no price bid for gravel on that tender.

Q. Did the fact that they bid nothing and others bid other figures in any way affect to whom the contract was let, in your calculation of which was low?

A. No. It was impossible to use that item in comparing the tenders.

Q. It does not enter into, then, a comparison of tenders between the various tenderers?

A. No.

Q. The reason being that none of them were bound to carry out the figure in any specific quantity?

A. Yes.

Q. My friend has been going over at great length the progress estimate, or the progress estimates, on this work. I show you another document which is

the counterpart in part of Exhibit No. 8, which is part of Exhibit No. 6. I want you to tell me what are the figures included in the first column of that statement?

A. In the first column under "Value" or in the "Previously reported" column under "Quantity?"

Q. Will you tell me what is included in the column marked "Value," which is the third from the right hand side on this statement?

A. Included in the column marked "Value" is the value of the different units of work performed by the Dufferin Paving Company to the end of February, 1936.

Q. And what does the grand total of that column show?

A. The grand total of that column shows \$1,953,212.05.

Q. And what is that figure?

A. That is the total value of work performed to date.

Q. The Committee will notice that all the items of the cost of the work to date of every kind are included in the first column, the grand total of which is \$1,953,000. Will you tell me what is set forth in the next column headed "Unit Price?"

A. In the next column headed "Unit Price—Moneys paid on Items in Total Bid."

Q. Of the Dufferin Paving Company?

A. Of the Dufferin Paving Company's tender; that is, that refers to the items for which quantities were shown in the original tender.

Q. And that original tender is to what point?

A. To the subgrade construction only.

Q. To the completion of the subgrade?

A. Yes.

Q. Does it include any extensions?

A. This column?

Q. Yes?

A. It includes all the work extensions and the mileage extensions on the 40.18 miles.

Q. That, then, does not include the 7 miles which are now under construction?

A. No, it does not include any of the work on the 7 miles now being performed.

Q. Repeating what you have told me, the column in question marked "Unit Price" shows the amounts paid on items which were shown on the tender of the Dufferin Paving Company which is up to and including the subgrade, and including all extensions except the 7-mile extension. And now the grand total of that is \$1,248,472.71?

A. Yes.

Q. Tell me what is shown in the third and last column marked "Moneys Paid on items not included in Total Bid?"

A. The items included in this column are items of work done over and above the construction of the subgrade.

Q. What about bridges?

A. It includes the bridges also.

Q. Because they are not in the tender?

A. Because they are not in the tender.

Q. And it includes gravel and clay?

A. It includes gravel and clay surface.

Q. Because in those instances there are no quantities marked in the tender, and therefore there is no binding force in the tender in regard to them?

A. To the performance of that work, yes.

Q. That is to say, the third column shows the amounts paid for work, bridges, gravel and clay surfacing which are not in the tender other than the item of price because the quantities were unknown?

A. Yes.

Q. The total of that column is \$704,739.34?

A. Yes.

Q. I am going back to the second column. The original tender showed an amount, you have told us already, of \$689,296.02. That is correct?

A. Yes.

Q. And the original tender and the second column cover the same items—you have told us that?

A. Yes.

Q. Except for the increase in mileage?

A. Increase in work and mileage on the construction of the subgrade.

Q. But they are covered; they are the same items?

A. They are the same comparative items, yes.

Q. So we find an increase one over the other. How many miles of extension are included in column No. 2?

A. A little over 9 miles.

Q. Over 9 miles of extension. Including these 9 miles of extension you find that the figure of \$689,296.02 of the tender has been increased to \$1,248,472.71. Is that right?

A. Yes.

Q. That means an increase of how many dollars? As I have already subtracted it, you may check me—\$559,176.69?

A. Yes, that checks.

Q. That, then, shows an addition to the contract price of \$689,000 by \$559,000?

A. Yes.

Q. And included in that \$559,000 are 9 miles of extensions?

A. Yes.

Q. Mileage extensions?

A. Yes, mileage extensions.

Q. Besides such other extensions as there may be in the question of quantities?

A. Yes.

Q. What was the average cost of the road?

A. Approximately \$46,000 per mile.

Q. That is for the whole 40.18 miles?

A. For the whole 40.18 miles, yes, not including bridges.

Q. Is it possible for you to give the cost of the mileage on different sections or must we give the cost over the 40 miles?

A. To arrive at an average cost it would be better to include the whole project, the 40 miles.

Q. Take the \$46,000-a-mile, and tell me what would be the cost of the 9-mile extension on that basis?

A. \$414,000.

Q. To be allocated to the cost of the 9 miles of mileage extension?

A. Yes.

Q. Will you please subtract the cost of the 9 miles as figured on that basis from the amount of increase in the cost of the work over and above the tender, that figure being \$559,176.69?

MR. MACAULEY: That is not included in that figure, though.

HON. MR. ROEBUCK: Oh, yes, it is.

MR. MACAULEY: They have not paid anything on it yet, though.

HON. MR. ROEBUCK: You are thinking of the 7 miles. That 7 miles is not included in this calculation, nor is it to be found in these progress estimates.

MR. HENRY: Where is this 9 miles that is in question?

HON. MR. ROEBUCK: I will come to that before very long, and in detail. There has been a great deal of confusion on that. It does not include the 7-mile extension up at the junction.

MR. HENRY: That makes it still worse.

HON. MR. ROEBUCK: Never mind for the moment. May I come back to my point?

Q. That leaves you, you tell me, \$145,176.69?

A. Yes.

A. As the increase on that portion of the road which is not extension?

A. Not mileage extension.

Q. And is, therefore, the increase in cost on the road which is included in the original tender?

A. Yes, that could be considered as the increase in the amount of units over and above the amount shown in the original tender.

Q. That is the way you would explain it. But it is a fact, is it not, that this \$145,000 is the increase, and the total increase, over and above the tender price of that road which is included in the tender?

A. Yes.

Q. The 31 miles?

A. Yes.

MR. ELLIS: Mr. Chairman, may I be permitted to ask a question?

HON. MR. ROEBUCK: Never mind the question.

MR. ELLIS: I think I have shown the Attorney-General every conceivable courtesy in allowing him to ask a question whenever he wanted to. If he does not want to show me that courtesy, he can keep it.

HON. MR. ROEBUCK: I am not taking that position at all. I asked you to wait for a moment until I finished my next question. Go ahead.

THE CHAIRMAN: All right, Mr. Ellis.

MR. ELLIS: Q. Is any portion of the 9 miles to which you are referring partially constructed?

A. Yes, there was a little construction done on it.

Q. About how much of the whole 9 miles?

A. I would say not more than 10 per cent.

HON. MR. ROEBUCK: Q. And what would be the value of the construction upon that 10 per cent of the road in reference to the cost of the final completion of the road?

A. That would be, when I refer to 10 per cent, I mean 10 per cent down to subgrade. That would be on the total job, possibly 5 or 6 per cent of the 9 miles. That is, the clay surfacing and gravelling necessary on the 9 miles that was partly opened would have to be done in full in addition to the 90 per cent of the grading to subgrade which still remained.

Q. 90 per cent of the subgrading up to subgrade was still to be done?

A. Yes.

Q. Had it been done by day labour?

A. It had been opened up by day labour.

Q. So there was a very small amount of actual work had been accomplished upon the 9 miles?

A. Yes, very little.

Q. What had been done would reduce in very small amount indeed the total cost of the work when the contractor started?

A. Yes, it would tend to increase the actual cost.

Q. Tell me why?

A. To the contractor.

Q. Tell me why it would tend to increase?

A. To go in on work that is partially constructed to complete it is always more expensive than to open up a fresh project and carry it on from the beginning.

Q. So, then, it would be rather more than fair in making a calculation of this kind if you disregarded entirely the work that had been done on the road prior to the arrival of the contractor?

A. Yes, it might for all practical purposes be disregarded.

Q. Now tell me what percentage of increase is \$145,000 on a tender of \$689,000? You may use the correct figures. I have given the round figures only. Would it be about 20 per cent, witness?

A. It would be very close to 20 per cent, yes.

Q. I want to show you a statement. What is it? (Handing statement to witness.)

A. These are the amounts paid from the inception of the following contracts, listing seven different contracts, on the Trans-Canada Highway.

Q. When were those contracts let?

A. They were let in March, 1934.

Q. By the former Ontario Government?

A. That was before I took office with the present government.

Q. It is the Ontario Government, is it not, that lets these contracts?

A. Yes.

Q. Then it will be the former Ontario Government. That was done in March, was it not?

A. Yes.

Q. Not this Government. Where are those contracts located?

THE CHAIRMAN: Pardon me, Mr. Roebuck, but would that not be the Ontario Government and the Ottawa Government combined on the Trans-Canada?

WITNESS: No. These contracts were let by the Ontario Government.

MR. ELLIS: May I ask the witness how he knows, if he was not even in Toronto or connected with the Department?

WITNESS: Since this time it has been necessary for me to do a considerable amount of work in connection with refunds from Ottawa on these contracts, and I have had to prepare a tremendous amount of data for Ottawa in order to get them to refund their share.

THE CHAIRMAN: That is what I meant, that there was co-operation between the Ottawa and Ontario Governments as far as the carrying out of the contracts was concerned, regardless of the fact that the Ontario Government let them.

MR. HENRY: Yes, approval of the project.

HON. MR. ROEBUCK: These contracts were let by the Ontario Government, approved by the Ottawa Government.

Q. And the cost of the contracts was split between the two Governments?

A. Yes.

Q. And the Government which let this was not the present Government of Ontario, but the former one. May I point out that, according to this statement, the fifth item in the statement, contract No. 5, Port Arthur, the amount of tender is \$94,224.41, and that the total work done and paid for was \$272,361.82? That is an increase over the tender of three times.

THE CHAIRMAN: Would you read them again, Mr. Attorney-General.

HON. MR. ROEBUCK: No. 5, Port Arthur, the amount of the tender is \$94,224.41; the amount actually paid for the construction of the work in accordance with that tender was \$272,361.82. One is approximately three times the amount of the other.

MR. ELLIS: May I ask the witness a question? Were there any extensions included in this contract, or any extra work and above that set out in the original contract?

WITNESS: There were no mileage extensions.

HON. MR. ROEBUCK: Q. Were there any bridges?

A. And there were no bridge extensions.

MR. ELLIS: Q. Were there any extensions or extras of any kind?

A. There was clay surfacing and gravel.

HON. MR. ROEBUCK: Just as in ours.

MR. MACAULEY: Which is not included in your 20 per cent computation.

HON. MR. ROEBUCK: That is true; the 20 per cent computation—the gravel and clay did not enter into the Dufferin Paving Company's tender, and therefore is not included in the 20 per cent increase.

MR. MACAULAY: But it is in this.

HON. MR. ROEBUCK: Q. What do you say to that, witness?

A. Yes, that is the total cost of the work.

Q. Take the next one, No. 6, Port Arthur; the amount of the tender is \$96,248.42; the cost of the work is \$337,088.01. In this was there any mileage extension?

A. No, there was no mileage extension.

Q. And no bridges?

A. And no bridges.

Q. And the amount paid for the work is four times the amount set out in the tender.

MR. ELLIS: Q. Any extra work in this case?

A. That includes the clay surface and gravel.

MR. MACAULAY: Q. And how much for clay and gravel?

A. The price varied slightly in all cases here.

HON. MR. ROEBUCK: We will just get that. We are going to have to adjourn in a moment, and we will find that out.

WITNESS: It would be relatively small, as these sections in mileage, each one is 8 or 10 miles, something like that.

HON. MR. ROEBUCK: Q. May I point out to you, witness, that the grand total of the amount tendered on the seven different contracts, taking them all as shown on this statement, is \$785,077.34?

A. Yes.

Q. You made these additions yourself, did you not?

A. Yes.

Q. Or checked them?

A. Checked them.

Q. And the grand total of the amount of work done is \$1,554,923.73; that is to say, that on these contracts let by the former government, the increase in the cost of the work over and above the amount specified in the tender is, on an average, double?

A. Yes.

MR. ELLIS: May I ask the witness a question? I would ask that the witness tell us in each case whether there was any additional mileage; tell us in each case whether there were any extensions of any kind; tell us in each case whether there was any extra work done in each case.

HON. MR. ROEBUCK: I am going to put this in as my next exhibit.

MR. MACAULAY: Should that not be certified by the accountant or somebody? There is no signature on that.

HON. MR. ROEBUCK: Q. Do you know whether this is a correct statement?

A. That is a correct statement.

EXHIBIT 10: Progress Certificate of work performed during the month of February, 1936, by Dufferin Paving Company, Limited, with additional columns added entitled "Moneys Paid on Items in Total Bid," and "Moneys Paid on Items not included in Total Bid."

HON. MR. ROEBUCK: The next is Exhibit 11, a statement showing the amounts paid and amount of tender on contracts on the Trans-Canada Highway.

EXHIBIT No. 11: Statement of seven contracts on Trans-Canada Highway showing amount of tender and total cost of work.

MR. ELLIS: I would like to ask the witness to tell us in reference to each contract as to whether there was an extension of the mileage, as to whether there were any additions to the original contract, and also as to whether there was any extra work done, over and above that set out in the original contract, and what was the mileage in each case in the contract, and what was ultimately done.

WITNESS: There was no additional mileage in any of those seven instances included in those figures. There was additional work done over and above that on the original contract, namely, clay surfacing and gravel.

MR. MACAULAY: Q. Was that work ordered by this government or the previous government?

A. That work was ordered by the previous government.

Q. How much was paid of that \$1,500,000 when your government came into office?

A. Those figures I am not able to give.

Q. Could you give us an idea of the percentage? Would it be 20 per cent?

A. The work was let in March, some time in March, and this statement—the work was practically completed in the fall of the same year.

Q. You continued the work after July? The work that was commenced or let in March, you continued after July 11th?

A. The work was carried on, yes.

Q. At the same prices?

A. At the same prices.

Q. And the increase in quantities and the extra work, was any of that ordered after July, 1934?

A. No.

HON. MR. ROEBUCK: Q. What you did was to carry on the old contract at the prices set when the former government went out of office, to carry the work to completion?

A. Yes.

MR. MACAULAY: Q. Do you mean to say the previous Government ordered the clay and gravel for these seven contracts?

A. Yes.

Q. Had any of it been put in place when you assumed office?

A. Yes, there had been a considerable amount, as I remember now.

Q. What percentage?

A. I cannot remember the percentage now.

Q. 20 per cent or 80 per cent?

HON. MR. ROEBUCK: Have we changed counsel?

MR. MACAULAY: I am just cleaning up your point before you go to the next one.

WITNESS: I don't remember that off-hand. I would not remember that off-hand. There was a considerable amount of work done on all these projects.

MR. MACAULAY: Q. So you do not know whether it is 20 per cent or 80 per cent?

A. Not off-hand.

HON. MR. ROEBUCK: Q. Would it make any difference as far as the final cost is concerned whether it was done under one government or the other, if the price and conditions were all set by the contract?

A. No, it would not make any difference. There were no changes in the orders for the construction of that work. The original orders were carried out to completion.

MR. MACAULAY: Q. Do you think the prices were reasonable in those seven contracts?

A. Yes, I think the prices were reasonable.

Q. And if there were no estimated quantities, the contractors were only bound to furnish one yard, and you were only bound to order one yard?

A. No. The correspondence on file shows that arrangements had been made for the contractors to complete this work, both the clay surfacing and the gravel, in addition to the subgrade construction they had been instructed to complete.

Q. Yes, but Johnson Brothers were only bound to furnish one yard of gravel at 90 cents?

A. Yes, but in addition to the tenders that were originally submitted on these contracts in question, orders were issued by the Department for the contractor to go ahead and complete the clay surfacing and gravelling.

Q. And you did not countermand that or change the quantities after you took charge?

A. No, there was no countermanding order.

HON. MR. ROEBUCK: Q. My friend has asked you whether you thought the prices in the Trans-Canada contracts were reasonable prices, and you said, Yes. What will you say with regard to the prices on the Dufferin Paving Company contract?

A. The prices are reasonable throughout.

Q. I show you a summary of cost of road construction, Trans-Canada contracts Nos. 17, 18, 19 and 20, Kenora. That is certified by Mr. Francis, is it not?

A. Yes.

Q. One of the officials of your Department?

A. Yes.

Q. May I point out to you contract No. 17, the average cost per mile is \$66,159.22?

A. Yes.

Q. What is included in that average cost?

A. The average cost includes the construction of the subgrade and the clay surfacing and gravelling of the road.

A. Is that on the same basis as the average cost that you have given us of the Kenora-Fort Frances road done by the Dufferin Paving Company?

A. Yes.

Q. So these figures, then, are comparable, are they?

A. Yes, they are comparable.

Q. And the Dufferin Company's average cost, you told us, was \$46,000?

A. Yes.

Q. The average cost of contract No 17 on the Trans-Canada was \$66,159?

A. Yes.

Q. Are the territories through which these two roads run also comparable?

A. They are very similar, yes.

Q. May I take the next one, contract No. 18—I suppose your remarks with regard to the comparability of the roads, and of the bases of calculation are the same in each one of these contracts?

A. Yes, the basis is the same.

Q. I point out that contract No. 18 shows an average cost of \$64,129.60.

MR. ELLIS: Mr. Chairman, I would like to ask the witness a question.

HON. MR. ROEBUCK: May I complete this, and then you may take the witness over?

THE CHAIRMAN: Perhaps you had better complete them all.

HON. MR. ROEBUCK: Q. Contract No. 19, the average cost per mile there is \$89,187.73?

A. Yes.

Q. In contract No. 20, the average cost per mile is \$73,852.71?

A. Yes.

Q. The total cost for 29.88 miles of these Trans-Canada contracts is \$2,179,153.13, and the average cost per mile is \$72,930.16?

A. Yes.

Q. And the average cost of the contract in question is about \$46,000 per mile?

A. About \$46,000 a mile.

Q. And the two roads run through very similar territory?

A. Yes.

Q. What will you say under those circumstances as to the reasonableness or excessiveness, whichever you like to call it, of the cost of this particular road?

A. Of the Fort Frances?

Q. Of the Fort Frances-Kenora road?

A. I would say that the cost is very reasonable.

MR. ELLIS: Q. I would like to ask one or two questions. Is the Trans-Canada Highway of the same width as the Kenora-Fort Frances Road?

A. This particular section is, yes.

Q. All of it?

A. Yes.

Q. Is it the same type of construction?

A. It is very similar in type of construction, yes.

Q. What is the difference?

A. There is better alignment and better grades on the Kenora-Fort Frances section.

MR. MACAULAY: Q. Was there any greater proportion of hand labour used on the Trans-Canada than on the Fort Frances road? Was there any difference in the specifications as to that?

A. No, the specifications—we used similar expressions in letting both contracts.

Q. That is not what I asked you. Was there a different percentage of hand labour used in those jobs?

A. Not to materially affect it.

THE CHAIRMAN: Q. May I ask one question? I would like to know why the difference between the \$46,000 paid on the average to the Dufferin Paving Company, and \$72,000 under similar circumstances paid on the Trans-Canada? Why that big difference?

A. Part of the work on the Trans-Canada was begun by day labour on these particular sections, paid for as I believe at \$5 and \$10 a month and board, and the work was completed by the contractors.

MR. MACAULAY: Q. It was done with labour that was not as efficient as what you call contract labour?

A. Yes.

MR. MURPHY: Q. Did you add the cost of day labour in with the contract price to get your \$72,000 price?

A. Yes.

EXHIBIT NO. 12: Statement "Summary of Cost Road Construction, Trans-Canada, Contracts Nos. 17, 18, 19 and 20 Kenora.

HON. MR. ROEBUCK: Q. I show you an agreement with respect to road construction between the Province of Ontario and the Dominion of Canada. Who signed the agreement?

A. It is signed on behalf of the Government of Canada by the Hon. Wesley A. Gordon, Minister of Labour, in the presence of—

Q. I do not see the signature "Wesley A. Gordon" on that?

A. In the presence of R. J. Manion.

Q. I asked who signed it?

A. That was a typewritten notation on the side.

Q. What was?

A. "Signed on behalf of the Government of Canada by the Hon. Wesley A. Gordon, in the presence of R. J. Manion." That is a typewritten notation on the side.

Q. Do you find the signature of Mr. Gordon there?

A. No.

Q. Whose signature do you find?

A. "The Government of the Dominion of Canada, R. B. Bennett, for Minister of Labour."

Q. I indicate to you a schedule to this agreement, column No. 1, date of commencement, and I indicate project No. 14, Highway Construction from Kenora to Keewatin, approximately 6 miles. That would be in the same locality, generally speaking, as the contract that we have under question from Kenora to Fort Frances?

A. Yes.

Q. This runs right from Kenora, and column No. 1, date of commencement, the first of April, 1935?

A. Yes.

Q. In approximately the same period?

A. Yes.

Q. Column No. 2, total estimate of cost for the 6 miles, \$605,000. That is correct, isn't it?

A. Yes.

Q. So that apparently in a contract signed by the Prime Minister of Canada you have an admitted cost in this same locality for the construction of a road of \$100,000 a mile. Is that right?

A. Yes.

Q. And ours works out at \$46,000 a mile?

A MEMBER: Yours is not finished.

HON. MR. ROEBUCK: No. The Dufferin Paving Company averages \$46,000 a mile.

MR. MURPHY: Yours is not finished, though.

HON. MR. ROEBUCK: A portion is not finished. That portion that is not finished is not included in my figure.

MR. ELLIS: The witness himself stated, and he can correct me if I am wrong, that the road covered by the Dufferin Company contract is not completed, and no part is.

WITNESS: It is as near completion as the sections in question here, 17, 18, 19 and 20, were at the time these figures were taken off. That is, these figures on the four contracts in question were March, 1935. Since that time, the Dominion Government have seen fit to approve of additional work on that road to complete the surface.

HON. MR. ROEBUCK: Q. In this Dufferin Paving Company road you have the clay and you have the gravel surfacing?

A. Yes.

A MEMBER: Q. On the 40 miles?

A. Yes.

Q. That is pavement?

A. Yes.

HON. MR. ROEBUCK: Q. It was never intended to asphalt the top, was it?

A. That would depend on future conditions. It might be necessary in future years when the whole road is brought up to a standard of construction.

Q. Is there any thought of asphaltting or concreting this other road I have compared with the Dufferin Paving Company road?

A. Not at the present time.

Q. So the two roads, then, are comparable?

A. They are comparable.

Q. One with the other?

A. Yes.

Q. One worked out at \$100,000 and the other actually worked out at \$46,000.

MR. ELLIS: Q. I have one question to ask the witness. If it worked out at \$100,000 a mile, what did it actually cost?

A. That work is under construction now.

HON. MR. ROEBUCK: Q. It may cost more than \$100,000?

A. That is our estimate submitted to the Federal Government last summer before they would consider the project to be undertaken.

MR. ELLIS: Q. You are in no position to say now whether it is going to cost \$100,000 a mile or not, are you?

A. I am in a position to say that it will cost up to \$100,000 a mile.

Q. Are these relief projects?

A. These are unemployment relief projects.

MR. MACAULAY: Q. Does that not make a tremendous difference, so that it is not fair to compare the cost?

A. No. These are being done by contract. When I mention a relief project, all the projects in question are relief projects.

HON. MR. ROEBUCK: Q. That is, this Dufferin Paving Company contract road is also a relief project?

A. Yes.

VOICES: Oh, now!

MR. HENRY: Done very largely with machinery, four shovels!

HON. MR. ROEBUCK: I did not have the whole committee interrupting when Mr. Ellis was examining.

Q. Is it not a fact that the arrangements upon which the contract was based, or in the contract itself, you provide that local labour is to be employed?

A. Yes.

Q. And the very reason for extensions of the contract are in order to employ the unemployed men of that district?

A. Yes.

Q. My friend has asked you whether there is any assurance that the cost of the construction of the road will be as great as the estimate. You heard him say that?

A. Yes.

Q. And you said there was no assurance in that regard. Is there any assurance that the cost of the road will not be greater than \$100,000 a mile?

A. No, at this stage there is no assurance.

Q. If you take the experience you have had with no less than seven contracts on the Trans-Canada, on which the tender cost was multiplied by two on an average throughout, might you not expect this road to perhaps cost \$200,000 a mile before they get through with it?

A. It is quite possible.

MR. ELLIS: Q. Might it run to \$300,000 a mile?

HON. MR. ROEBUCK: Not now, with a Liberal Government in office.

MR. ELLIS: I still want the witness to answer the question.

Q. What is the answer?

A. Considered on the same ratio as other projects, I can only answer yes.

Q. That it might run to \$300,000?

A. Yes.

Q. Might it run any higher than \$300,000?

A. Considered on the same ratio, the highest overrun of any of the seven listed here is about four to one, so it might be four to one, although I do not believe it will be.

MR. MACAULAY: And all completed under the Liberal Government of Ontario.

HON. MR. ROEBUCK: And all let under the previous Government of Ontario, and all the conditions set by the previous Government.

MR. MACAULAY: And not repudiated by this Government.

Whereupon the Committee adjourned at 1.20 o'clock p.m. until 10.30 o'clock a.m. on Monday, March 30th, 1936.

FIFTH SITTING

Parliament Buildings, Toronto,
Monday, March 30th, 1936, at 10.30 a.m.

THE CHAIRMAN: Gentlemen, the Secretary will call the Roll.

The Secretary called the Roll of Members of the Committee.

HON. MR. ROEBUCK: Are we ready to proceed, Mr. Chairman?

THE CHAIRMAN: Yes.

R. A. CAMPBELL, resumed the Stand.

HON. MR. ROEBUCK: Q. Mr. Campbell, there has been some talk of the seven jobs on the Trans-Canada road being let for relief purposes. What were the wages paid on the Trans-Canada in reference to the seven contracts?

A. 25 cents per hour.

Q. 25 cents per hour?

A. Yes.

Q. What were the wages being paid when the Kenora-Fort Frances road was first projected?

A. On the Kenora-Fort Frances Road?

Q. Yes?

A. 35 cents an hour.

Q. And when the change was made, that is, to a contractor, what was the rate paid?

A. The rate was 25 cents per hour by day labour, but the contractor was compelled to pay 35 cents.

Q. So that there is an increase in wages showing on the Kenora-Fort Frances road as compared with the wages paid on the seven Trans-Canada contracts?

A. Yes.

Q. Can you identify this copy of an agreement between the Honourable Mr. Heenan and the Honourable Mr. Manion?

A. Yes.

Q. What led up to the formation of this agreement? I will read it in a moment, Mr. Ellis. What led up to the formation or the entering into of this agreement?

A. Well, at the time the agreement was made there was a great number of unemployed in the Province of Ontario, and an agreement was made to start some works projects to employ these men.

Q. Now I will read in part what was said. It is dated, "Ottawa, May 30th, 1935, at 3.00 p.m." :—

"As a result of various discussions between representatives of the Federal Government and the Government of Ontario, and with views of relieving unemployment, the following decisions have been reached."

That is to say, on the 30th of May, 1935, there was sufficient unemployment in the North to lead to action being taken by the two Governments?

A. Yes.

Q. Are these the contracts which were let by the former Ontario Government and upon which the Dominion Government refused its fifty per cent. contribution?

A. Yes.

Q. The seven contracts to which I am referring on the Trans-Canada are what have been referred to as the election contracts?

A. They were let prior to the election.

Q. After the election had taken place and a new Government was appointed, was there a refusal for a time, at least, by the Dominion Government to contribute their fifty per cent. towards the cost of the work?

A. Yes; they refused throughout the year 1934 to contribute towards the cost of the work.

HON. MR. ROEBUCK: I will read paragraph 4 of this agreement, which I should like to have filed:—

“The Dominion Government to reimburse the Provincial Government for fifty per cent. of their outlay through contracts and day labour during 1934 on the Vermillion Bay and Nipigon-Pays Plat sections of the Trans-Canada.”

THE CHAIRMAN: Exhibit 13 will be an agreement between the Honourable Peter Heenan and the Honourable Dr. Manion.

EXHIBIT No. 13: Copy of communication dated at Ottawa, May 30th, 1935, as to discussions between representatives of the Federal Government and Government of Ontario with view to relieving unemployment. Signed Peter Heenan and R. J. Manion.

Q. The sections referred to in paragraph 4 of that agreement represent the territory covered by the seven Trans-Canada contracts that have recently been referred to?

A. Yes.

MR. COLTER: Numbers 5, 6, 7, 17, 18, 19 and 20.

HON. MR. ROEBUCK: Q. Are those the numbers—5, 6, 7, 17, 18, 19 and 20?

A. Yes, I think those are the numbers.

Q. Mr. Campbell, you have been an engineer, I suppose, for some time?

A. Approximately 20 years.

Q. Why did the Dominion Government refuse to pay their 50 per cent. contribution on those contracts?

A. Because at that time there was no agreement.

Q. There had been no agreement between the two Governments?

A. Yes.

Q. Had it been unusual for the Provincial Government to get some kind of confirmation and accord between itself and the Dominion Government before entering upon public works for which the Dominion Government was expected to contribute?

A. From past records, the agreements were not always consummated at the time the period started. In one case, I think it was October before the agreement was actually entered into in writing.

MR. ELLIS: When, in that particular case, was the work started?

WITNESS: That would start on the Dominion's fiscal year—April 1st.

HON. MR. ROEBUCK: Q. To what contract are you now referring?

A. That was work in former years—1932 and 1933.

MR. ELLIS: So there was nothing unusual in this particular case to which you referred, where the agreement was finally consummated sometime after the work had been started? Will you answer that, Mr. Campbell?

A. No; the practice seemed to be to start the projects and consummate the agreement at a later date.

MR. ELLIS: So, as I say, there was nothing unusual in the case of the Manitoba road in having the contract consummated after the work had been started?

A. No; there was nothing unusual.

HON. MR. ROEBUCK: Q. Can you tell of any other contracts besides the one to which you referred where the work went on before some accord was reached between the Dominion Government and Provincial Government?

A. Well, practically all the work done as an employment or relief project was entered into without any agreements.

Q. You mean any written agreements?

A. Any written agreements.

Q. Yes, but was there not an understanding as between the Minister in Ottawa and the Minister in Toronto with respect to what work should go on and how it should go on?

A. Yes, I believe so.

Q. One kept in touch with the other and they worked together, although there may not have been a written document signifying an agreement, which was an actual fact? Am I right?

A. Would you repeat that question?

REPORTER: (Read) "Q. One kept in touch with the other and they worked together, although there may not have been a written document signifying an agreement, which was an actual fact? Am I right?"

THE CHAIRMAN: I might point out that it would be merely hearsay.

HON. MR. ROEBUCK: He has been questioned on the practice of the Department and what went on before he went there.

THE CHAIRMAN: His answers were that from the files he could determine certain things, but this would be purely hearsay.

MR. ELLIS: That is what I am going to point out.

THE CHAIRMAN: It seems quite obvious that that must have been so.

MR. ELLIS: Prior to the time he became Deputy Minister he obviously could not in any way have any knowledge of any understandings there might have been between the Minister of the Department of Northern Development and the authorities at Ottawa. He can only speak with positiveness from the time he became Deputy Minister.

THE CHAIRMAN: And of what he learned from the files.

MR. ELLIS: Anything he can get from the Department files, I will agree to.

HON. MR. ROEBUCK: He has been questioned, Mr. Chairman, on the practice, not on the documents but on the practice in his Department prior to his going there. Now it seems to me that we can, at least, take what knowledge he has and let him answer, rather than have Counsel answer for him.

MR. ELLIS: I am willing that you should take anything of which he has definite knowledge, or from the files or from his own personal knowledge, either one or the other, but not hearsay.

HON. MR. ROEBUCK: Practice is hearsay.

MR. ELLIS: Oh, no.

HON. MR. ROEBUCK: Q. What do you know about it, witness?

A. In preparing the figures for a claim to be submitted to Ottawa, it was necessary to go through the back files, and I did notice at least one letter in reference to some work between Pembroke and North Bay that stated there had been discussions at Ottawa in connection with agreements.

THE CHAIRMAN: That is perfectly admissible.

HON. MR. ROEBUCK: Q. Was the difficulty with regard to this particular agreement the lack of those prior discussions and understandings between representatives of the old Government and the representatives of the Dominion Government?

A. Yes.

Q. They just went ahead on their own. And it was not until a year after the Government changed, because of an agreement with regard to other work as well as this work, that the Provincial Government succeeded in getting the Dominion Government to contribute 50 per cent. to that Trans-Canada work?

A. It was sometime in July, 1935, that the agreement was made, and it became retroactive.

Q. And it was in June, 1934, that the election took place?

MR. COLTER: That is a matter of record.

HON. MR. ROEBUCK: Q. I asked about the qualifications so I will pass on to the next point. Your work had been in connection with railroads?

A. Yes.

Q. And the construction of roadbeds?

A. Yes.

Q. And everything that is incidental to that kind of work?

A. Yes.

Q. You are a graduate, are you not, of some college of engineering?

A. I am not a graduate engineer, but I am a member of the Professional Engineers.

Q. That is, of the Association of Ontario Engineers?

A. Association of Professional Engineers, yes.

Q. I want you, witness, to tell the Committee what was the necessity for the building of this particular road. Look at the map which is on the wall and which is entitled, "Road Map, Northwestern Portion of the Province of Ontario, 1935-36," and explain to the Committee the necessity for the building of a road from International Falls north to Kenora as shown by the blue line running in a vertical direction.

A. This point is Fort Frances on the Canadian side of the International Boundary, and International Falls is across the river.

Q. What lies to the south of International Falls?

A. To the south is Duluth, the closest city, and Chicago, and the northern territory of the United States.

Q. Is that a thickly populated territory?

A. Yes; it is very thickly populated all through the State.

Q. What portion of the total population of the United States would lie within a few hundred miles south of International Falls?

A. It would be very hard for me to say off-hand. However, Chicago is a city of about six million alone.

Q. And then throughout those States surrounding Chicago there is a very, very heavy population?

A. Yes.

Q. The New England States are the most thickly populated portions of the United States?

A. Yes, I would think so.

Q. Will you continue, please?

A. To the west of Fort Frances is Rainy River, another contact point with the United States, the river to the south separating it from the States; and there was an existing road running along the north side of the river on Canadian territory connecting Rainy River and Fort Frances. To the north lies the Trans-Canada Highway, connecting the Manitoba Boundary, or Winnipeg in Manitoba, to Fort William and Port Arthur at the head of the lakes.

Q. And from there on across the continent?

A. And from there on across the continent, yes.

Q. And from Winnipeg west, also?

A. Yes.

Q. Constructed or in course of construction across the continent?

A. Yes. At Fort William and Port Arthur the road connects up with the American Boundary to the south. Now for tourists coming in on the west side of the lake to get to the Trans-Canada from Fort Frances, it is necessary for this connecting link to be constructed; otherwise, they would have to go around.

Q. When you speak of this connecting link, do you mean that 31 miles of road which formed the subject of the first and only contract—there have been extensions—which was given to the Dufferin Paving Company?

A. Yes. Tourists, to get from Fort Frances to the Trans-Canada Highway would either have to go through the United States to the port of entry of Emerson, thence northerly to Winnipeg.

THE CHAIRMAN: That is Emerson, Manitoba?

A. Emerson, Manitoba; thence northerly to Winnipeg, thence easterly back to Kenora to get into that vicinity.

HON. MR. ROEBUCK: Q. That would be a distance of how many miles?

A. It would be in the neighbourhood of 400 miles.

Q. And when the connecting link, to which you have referred, had been built, what then would be the distance from the International Boundary at International Falls to Kenora?

A. From Fort Frances to Kenora it is 128 miles.

Q. Yes, but what is the distance from International Falls to Kenora via the new road?

A. That would be the distance—128 miles. International Falls is just across the river from Fort Frances. The distance is practically the same.

Q. Now that road had been projected—and when I say “that road” I refer to the connecting link between Fort Frances and Kenora—prior to June, 1934?

A. Yes, the road had been under construction for a number of years, from Emo northerly.

Q. And there is not any question about it being highly in the public interest that it should be constructed?

A. No; not in my mind.

Q. There is no question about that. Can you tell me what roads converge on Fort Frances leading north and carrying traffic from the States?

A. There is a road from Chicago on the west side of Lake Michigan; also a road from St. Paul, Minneapolis, through Duluth to Fort Frances, from Omaha, Sioux City, and connections from Kansas City to St. Louis.

Q. And are these great, main, travelled, paved highways?

A. Yes. There is a main travelled highway from Duluth to Fort Frances; and from Duluth to Chicago, of course, there is a main travelled highway.

Q. When this connecting link is constructed, will it provide certain loops for tourist traffic?

A. Yes. It is considered in the district that there will be a nice week-end trip from Winnipeg to Kenora, Fort Frances and back to Winnipeg again.

Q. Travelling, in the first instance, by the northern section, the Trans-Canada, down to the Kenora-Fort Frances Highway and then back west to Winnipeg through the United States?

A. Yes; that is one trip that could be made.

Q. Is there another?

A. Well, for a long week-end, that is, from Saturday to Monday, it is quite possible to travel from Kenora along the Trans-Canada Highway to Fort William and Port Arthur, thence southerly on the International Highway into the United States, and back by the American side to Fort Frances, and from Fort Frances northerly to Kenora. Anyone in that vicinity could make that trip in a long week-end.

Q. So that a person can travel up from the south, from these great American cities, and take a swing around the two loops that you have mentioned and be back in Chicago or one of the other cities in just a few days?

A. Yes.

Q. As a result of that, is there a considerable tourist traffic expected by the people of those northern towns?

A. The Department has had a number of applications from the States asking for information on when the road will be open; and I believe, from talking with Mr. Hambleton, the Publicity Director, that the Department has had hundreds, possibly thousands, of applications.

HON. MR. ROEBUCK: I have here a Resolution by the Associated Chambers of Commerce held on April 26th and 27th, 1932, which reads as follows:—

“WHEREAS, the Kenora-Winnipeg section of the Trans-Canada Highway is now completed, and

“WHEREAS, the construction of about 45 miles of road between Nestor's Falls and Dog Tooth Lake will complete the Fort-Frances-Kenora Highway, and

“WHEREAS, since 1930, no further road has been completed, although be it stated that three miles of new construction on this section has been 60 per cent. completed, and

“WHEREAS, the completion of this highway will not only create a substantial revenue for the Province of Ontario through sales on gasoline, auto supplies, fishing and game licenses but will bring additional business to all towns and villages along this road, and

“WHEREAS, this work would provide necessary employment for settlers and unemployed men throughout the district who will otherwise be charges on the Municipalities,

“IT IS THEREFORE RESOLVED, that the Northwestern Ontario Association Chambers of Commerce and Boards of Trade urge the Government of the Province of Ontario to operate as many camps as possible on this section during the coming winter, and

"THAT this work be carried on continuously until completed, and

"THAT copies of this Resolution be sent to Premier Henry, Honourable Mr. Finlayson, and the local Members representing Northwestern Ontario.

"Passed without discussion."

Apparently unanimously.

MR. ELLIS: When was that?

HON. MR. ROEBUCK: On April 26th and 27th, 1932.

I now refer to an official publication of the Province of Ontario entitled "Northwestern Ontario, Highways and Tourist Attractions." It is issued by the Minister of Lands and Forests and Minister of Northern Development, dated 1932, and bears the name of the Minister of that day, Honourable William Finlayson.

At page 33 of this booklet there appears this paragraph:

"Kenora and Fort Frances will be completed in the near future around the east shore of the Lake of the Woods."

Q. That paragraph refers, witness, does it not, to the road in question which was finally completed by the Dufferin Paving Company?

A. Yes; that refers to the Kenora-Fort Frances Highway.

Q. This is a book that is issued to tourists, is it not, or to prospective tourists?

A. Yes; highways and tourist attractions.

Q. I notice that it makes some extended references to game and fish, and that sort of thing. Is there good fishing in that country?

A. Yes; the country is noted for its fishing.

Q. So that there is fair prospect of a large number of tourists coming on that account; also for hunting?

A. Yes.

EXHIBIT No. 14: Publication dated 1932 by the Minister of Lands and Forests and Minister of Northern Development, re "Northwestern Ontario, Highways and Tourist Attractions."

Q. What stage of development had been reached when the Dufferin Paving Company contract was finally issued, on the section that lies south of that and north of Fort Frances?

A. This section?

Q. That is north. I said, north of Fort Frances and south of the section.

A. This section of road had been built by settlers throughout a period of years.

Q. The witness refers to that portion of the Kenora-Fort Frances Highway which lies south of the 31-mile section which was let to the Dufferin Paving Company.

A. And it is a very low standard type of road.

Q. Were there some settlers or cottagers or residents along that road?

A. Yes. It is farm land for possibly 15 miles north of Emo, then becomes a road for tourist camps; or, at least, there are some summer cottages. There are a number of summer cottages situated throughout this area right up to the end of the old road.

Q. Indicating that when the road is put through there will be summer cottages through its entire length?

A. Yes, I think very much so. It is very beautiful scenery all along this road from the northern end of the agriculture area to Kenora.

Q. You have mentioned that work had been going on by settlers on that particular section of the road. Had settlers' work been done throughout the length of the road?

A. The northern portion had some unemployment or day labour camps in it. The great portion of the southern section was done by settlers, to the best of my knowledge.

HON. MR. HENRY: Q. By the Department?

A. Yes.

Q. Employing the settlers?

A. Employing the settlers.

HON. MR. ROEBUCK: That, of course, is what he means.

Q. Had settlers been employed there for some years?

A. To the best of my knowledge, it had been going on for a number of years, yes.

Q. Then the relief situation in that country became acute, did it not, in 1931?

A. Yes.

Q. And relief camps were opened up along the road, were they not?

A. Yes; relief camps were opened both north of Fort Frances and south of Kenora adjacent to the uncompleted portion.

Q. Was any work done on the uncompleted portion—and you are now referring to the 31 miles?

A. There were 31 miles that had not been touched in 1934 when the contract was let to the Dufferin Paving Company.

Q. What would you say about the quality of the work that had been completed by these settlers, or road camp work?

A. It was of mediocre construction, and in 1933 and 1934 the records show that some unemployment camps were opened up by the Department along various sections to improve it.

Q. How wide was the road?

A. There was no general width. It was more on the line of a third-class road.

Q. About what would the surface width be?

A. 16 feet, possibly.

Q. I have heard it described as a good quality trail; what would you say to that?

A. Yes; that would be a description of it.

Q. That would be an accurate description of the type of road?

A. Yes.

Q. Was the 31 miles, however, in that condition?

A. The 31-mile gap had not been touched.

Q. So that was virgin territory?

A. That was virgin territory.

Q. And was that of lighter or heavier construction than the distance at either end of the 31 miles?

A. That section is about the heaviest construction on the entire road; just as heavy as any section on it, at least.

Q. Then in the summer of 1934 was there any particular reason for urgency in going ahead with the construction of that 31 miles?

A. Yes. The Trans-Canada, adjacent, was beginning to get near the completion stage on certain sections and work was being closed down and the men were drifting in to Kenora and the adjacent districts, and the unemployment situation was very acute.

Q. Are you referring to the Trans-Canada east or west of Kenora, or both ways?

A. Both directions, yes.

Q. Was the road open from Kenora to Fort William?

A. No, the road was not open between Kenora and Fort William.

Q. But was it nearing completion?

A. There were four contracts, Nos. 17, 18, 19 and 20, a short distance east of Kenora that were being completed and when completed would allow traffic to go through.

Q. They were nearing completion, and in that case, when they were completed, would there be gangs laid off the work on that road?

A. Yes. The only work that could be done there would be completed to such a stage by the winter that it would be impracticable to keep a great number of men on.

Q. Had many men gone into that country searching work? I mean, in the years or months preceding the period to which I refer?

A. Yes; the Departmental records show that a great number of men were sent up from Southern Ontario at various times from 1931 to 1934 to the camps.

Q. How many were estimated to have been sent up?

A. The total number was in the neighbourhood of 13,000.

Q. And so there was a very serious public situation about to develop had no further work been provided?

A. Yes; in my opinion, there was.

Q. Who is Mr. Ascough?

A. Mr. Ascough is in the Department and had to supervise the placing of men on unemployment relief projects.

Q. I show you a memorandum prepared by Mr. Ascough, and I want to

know whether this coincides with your impression of conditions at that time. The memorandum reads:—

“There has been sent from Southern Ontario to various Northern Development projects the following men:

“Fiscal year 1931-32—7,394, of which 995 were from Toronto.

“Fiscal year 1932-33—1,430, of which 513 were from Toronto.

“Fiscal year 1933-34—2,292, of which 504 were from Toronto.

“July 21st, 1934, to January 1st, 1936—4,272, of which 1,318 were from Toronto.”

That shows a total of 15,388 men sent north into that country, of which 3,330 came from the City of Toronto?

THE CHAIRMAN: Do you want that filed as an exhibit?

HON. MR. ROEBUCK: Yes.

Q. That checks with your knowledge?

A. Yes.

EXHIBIT NO. 15: Memorandum dated Toronto, March 5th, 1936, from A. R. Ascough, Chief Supervisor of Labour and Personnel to The Honourable Peter Heenan.

Q. Witness, you prepared a map showing the Kenora-Fort Frances Road including that part under discussion as forming part of the Dufferin Paving Company contract; would you explain it to the Committee? I should like this filed as an exhibit, Mr. Chairman.

THE CHAIRMAN: The map?

HON. MR. ROEBUCK: Yes.

EXHIBIT NO. 16: Map showing Kenora-Fort Frances Road, including that part under discussion as forming part of the Dufferin Paving Company contract.

WITNESS: At this point we have Kenora, with the Trans-Canada Highway from the Manitoba Boundary easterly to Vermillion Bay and thence on to Fort William. At this point, at the junction of the Fort Frances Highway with the Trans-Canada Highway—

Q. What is that called?

A. The Kenora-Fort Frances Highway to the south.

Q. Is there a name for the junction between the Kenora-Fort Frances Highway and the Trans-Canada Highway which runs east and west?

A. There is no particular name for the junction. On the plans it is referred to as "Mile O" on the Fort Frances Highway.

Q. The junction is not right at Kenora?

A. No, it is 14.2 miles west of Kenora.

HON. MR. HENRY: East.

WITNESS: East. Pardon me.

HON. MR. ROEBUCK: Q. I want you to go ahead and tell the Committee about that road.

MR. SCHWENGER: Where is the 31-mile section?

WITNESS: A. At the time the contract was let, the 31-mile virgin section was this portion shown in red.

HON. MR. ROEBUCK: Q. Between what mileage numbers?

A. On this plan between mileage 18.8 and mileage 49.8.

Q. That mileage numbers from where?

A. From the junction of the Trans-Canada Highway and the Fort Frances Highway, which is designated by "Mile O." At that time there was a section under day labour between mileage 49.8 and mileage 54.5.

Q. That is immediately contiguous to the 31-mile section lying to the south?

A. Yes. And on the north there was another section being constructed by the Department with day labour from mileage 13.8 to mileage 18.8.

Q. That is immediately contiguous on the north?

A. Yes, immediately contiguous on the north.

Q. How many men would be employed in the camps of those two sections?

A. There were two camps in there, and there had been 125 to 150 men in each camp. That would be in the neighbourhood of 250 to 300 men on that section.

Q. To which section do you refer?

A. From mileage 13.8 to mileage 18.8.

Q. How many men would there be in the Southern section?

A. As I remember it, there was one camp in operation in the Southern Section.

Q. Having how many men?

A. 125 to 150 men in it.

Q. So that you had 400 or 500 men?

A. Yes.

Q. In the two sections?

A. Yes.

Q. Working at the time this contract was let?

A. Yes.

Q. And they were being paid, you say, 25 cents an hour?

A. Yes; 25 cents an hour.

Q. How much were they paid before the time that we are now referring to—the time that the tenders were called?

A. At different times from 1931 to 1934 they were being paid at the rate of \$5.00 and \$10.00 a month, and board and lodgings.

Q. When was the change made to 25 cents an hour?

A. On April 1st, 1934.

Q. Those are the circumstances which faced you when you called for tenders for the completion of the road shown in red, the 31 miles?

A. Yes.

Q. May I show you a digest of the tenders which you received? The story of the calling of tenders and their opening, and so forth, has already been told. Do you recognize this document?

A. Yes; that is a list of the unit prices bid on the tenders submitted.

Q. This digest, if you call it such, of Contract No. 21, which is the Kenora-Fort Frances Highway, shows in the first column the unit prices bid by the Dufferin Paving Company, and then in the columns that follow to the right, the various unit prices bid by the other competitors; and the columns, I believe, are in order arranged according to the lowest bid? Is that right?

A. Yes.

Q. The Dufferin Paving Company being the lowest, the Johnson Bros Company being next, Angus & Taylor, Limited, being third, and so on?

A. Yes.

Q. My friend has pointed out some cases where the Johnson Company was lower than the Dufferin Paving Company, and that is true, is it not?

A. Yes.

Q. Would you point out some items of the reverse order, where the Dufferin Paving Company is lower than the Johnson Company?

A. On the grubbing the unit price is the same. On "other material," the Dufferin Paving Company bid 22 cents per cubic yard, while Johnson Brother bid 40 cents per cubic yard. On the "placing of pipe," the Dufferin Company bid lower in every case. On "timber culverts in place," the Dufferin Paving Company bid lower. On "cross-weighing," the Dufferin Company bid \$300 per acre, while Johnson Brothers bid \$400 per acre.

Q. How do the other bids run?

A. For the placing of pipe?

Q. No; I mean the other bids on those items.

A. The cross-weighing bids were: Dufferin Paving Company, \$300 per acre; Johnson Brothers, \$400 per acre; Angus & Taylor, \$1,000 an acre; Assiniboia Engineering & Construction Co., \$600 per acre; Hewitson Construction Company, \$250 per acre; and Chambers, McQuigge & McCaffrey Company, the highest tender, \$500 per acre.

Q. And, of course, as you have already told us, the grand total of all the items showed the Dufferin Paving Company to be the lowest in the aggregate?

A. Yes. On force work the Dufferin Paving Company bid for one and one-half cubic yard truck \$1.70 per hour; Johnson Brothers \$2.25 per hour. For team, the Dufferin Company bid 75 cents per hour, while Johnson Brothers bid 80 cents an hour.

Q. Now witness, a good deal has been said about increase in quantities; also a good deal has been said about increase in the quantities of overhaul. Would you now check up between the tender amounts and the amounts in your final progress estimate, and tell me is the percentage of increase in overhaul greater than in all other items? Perhaps I can make your task a little lighter by asking you this: Is the ratio of increase in the quantities less in overhaul than in all form of excavation?

A. The total quantities have increased from 580,744 cubic yards of excavation to 830,447 yards of excavation, as I make it. And the overhaul has increased from 600,000 yards to 1,570,303.

Q. That is, the percentage of increase is approximately the same?

HON. MR. HENRY: Hardly. The overhaul is more than double.

HON. MR. ROEBUCK: Q. Which is the greater percentage of increase?

A. There is a greater percentage of increase in the overhaul.

Q. By how much?

A. Just what do you mean?

Q. What is the percentage of increase in the excavation?

A. The increase in the percentage of quantities is approximately 70 per cent.

MR. ELLIS: Q. Which is that, the excavation?

A. Excavation.

HON. MR. ROEBUCK: That is the excavation.

WITNESS: And the overhaul is approximately 150 per cent.

Q. You have told us that the rate on overhaul on some of the railroad contracts that you worked on was 3 cents?

A. Yes.

Q. Is there any difference between the conditions under which overhaul would be earned on a railroad contract and this particular road?

A. Yes. Although the type of construction is similar, the methods used on this particular project were not entirely for efficiency. That is, it was necessary to employ the unemployed in the district who were not particularly adapted to that class of work.

Q. It amounted practically to using green labour on that type of construction which they did not use on the railroads? Is that what you mean?

A. No; on railroad work it is absolutely a case of —

Q. Aside from the personnel, is there any difference in the physical conditions as between a railroad contract and this particular roadway?

A. Between the one I had in mind, yes; great differences.

Q. What are the differences?

A. The railroad contract in question was in Prairie country. There were no swamps to encounter; no heavy rock excavations to make. The swamps, in particular.

Q. Do they not build a tote road alongside the railroad in practically every instance?

A. Yes; it is the general practice.

MR. ELLIS: Q. What is a tote road?

A. A tote road is a trail to bring in supplies, and so on; to get up and down the line.

HON. MR. ROEBUCK: Q. You made certain specifications in connection with the Dufferin Paving Company job. Are those specifications used elsewhere, or were they unique to your Department?

A. No; it was a general type of specification for that particular class of work.

Q. Are they used elsewhere, and by whom?

A. They are used by the Canadian Pacific Railway, the Canadian National Railways, the Temiskaming & Northern Ontario Railway, and the Department of Highways in Manitoba have a very similar set of specifications; also the New York State Highways Department.

Q. And perhaps many others of whom you have no knowledge?

A. Yes.

MR. ELLIS: How can he give evidence on others of which he has no knowledge?

HON. MR. ROEBUCK: He does know that these same specifications are used by the three railroads mentioned.

MR. ELLIS: Yes.

HON. MR. ROEBUCK: And by the Highways Department of New York State and the Provincial Highways Department of Manitoba.

HON. MR. HENRY: Might I ask what are the specifications in the Highways Department?

WITNESS: In which?

HON. MR. HENRY: In Ontario.

WITNESS: The specifications in the Highways Department for a similar type of work?

HON. MR. HENRY: Yes.

WITNESS: I have never seen the Department of Highway specifications for a similar type of work because I do not believe that a similar type of work is encountered by the Department of Highways.

HON. MR. HENRY: The specifications you used were not the customary specifications even in the Department of Northern Development?

A. They were not the specifications that had been used previously in the Department of Northern Development.

HON. MR. ROEBUCK: Q. Are they an improvement on the specifications that had been used previously?

A. In my opinion, yes. They are what might be termed as standard specifications in general practice for that type of work.

Q. Do you know whether the bidders sent representatives to the scene of the proposed work before the tenders were prepared and after they had received the estimates?

A. Yes. In conversation with the district engineer when he was in Toronto after that, he said that the contractors had sent representatives out to view the work.

Q. So that you know they actually knew conditions in the field as well as by what information you gave them?

A. Yes.

Q. I would like to refer to a letter written under date of September 11th, 1934, by Mr. Tackaberry, the engineer, to Mr. C. H. Fullerton. Both of these men have been employees of the Department for a considerable number of years, have they not?

A. Yes.

Q. Witness, you may tell me whether in this letter he does not say that the information with respect to the road is sufficient for the purpose of bidding?

A. I think this is the sentence you have reference to:

"We have endeavoured to get these quantities out as quickly as possible, and they should only be considered as approximate but should give the bidders a very good idea as to what quantities may be expected on this work."

Q. Yes. Now, does that mean that the information in hand is sufficient for bidding purposes?

A. That is the idea, yes.

Q. That is the idea behind that sentence?

A. Yes.

Q. Does he not also say in that letter that the survey is not completed?

A. Yes. There is a sentence that reads:

“The survey from mileage 24.3 to mileage 38 is being rushed to completion.”

Q. At the time this letter was written, had the preliminary estimates been prepared?

A. The preliminary estimates had been prepared, yes.

Q. What followed the writing of that letter, so far as Mr. Tackaberry is concerned?

A. The surveys were rushed to completion and the plans and profiles were submitted to the head office, immediately blue printed so that they could be given to the contractors to assist them in getting over the line if anyone cared to go up and look the country over to bid.

Q. Before the bid form was prepared, did Tackaberry visit Toronto?

A. Yes. I think he brought the plans, profiles, and so on, down with him when they were completed.

Q. So that after the profiles had been completed and the surveying had been done, to which he refers in that letter, he came to Toronto?

A. Yes.

Q. And did he have an interview then in the draughting department?

A. Yes; I told him to go up to the draughting room, where they generally prepare the tender forms and all the information for contracts, and so on, and check up on his estimates.

Q. Does this incident that you have referred to, of Tackaberry coming to Toronto after the completion of the survey, and the securing of further information in the field, explain the difference which my friend has pointed out at some length between the preliminary estimates and the figures appearing on the bid forms?

A. Yes, I think that is where the change occurred.

HON. MR. ROEBUCK: The Members of the Committee will remember that for a considerable time differences in amounts, as showing in the preliminary estimates, occurred, as compared with the amounts in the forms upon which contractors were asked to bid. This is the explanation. The engineer in charge finished the survey, got further data, came down to Toronto after the specifications had been completed, and corrected them in the draughting room and checked up on his estimates.

Q. What are Tackaberry's qualifications, witness, for this type of work?

A. He has been with the Department a number of years. I do not know what experience he has had on location, I am sure.

Q. But he has been in the Department, to your knowledge, for a number of years?

A. Yes.

Q. Was he in charge of the district?

A. He was, yes, at that time.

Q. The district engineer in charge at the time. And had he been in charge of that district for some time?

A. Yes, for a year or more.

Q. It has been brought out that the phrase "No allowance will be made for overhaul" was struck out of the general conditions in the contract. Would you mind explaining to the Members of the Committee why that was done?

A. In a standard form of specification for that type of work, overhaul is always shown. There is a distinct difference between the classes of work involved; that is, the excavation prices are generally understood to be for excavation only. Haulage is a different type of work entirely and, therefore, should be separated in the specifications.

Q. Were overhaul and extensions both approved by the Federal Government in the Trans-Canada contracts?

A. Yes. The present Trans-Canada contracts have a clause for overhaul.

Q. Were you able to place what has been referred to as "borrow pits" prior to the calling for tenders?

A. Where is this? On what project?

Q. On the Dufferin Paving Company project?

A. The location of the borrow pits?

Q. Yes?

A. No. It is impossible, before the job starts, to definitely locate the borrow pits or the number of borrow pits.

Q. How many borrow pits are there on this job?

A. That information, I have not with me. I have never been over the job since it was completed.

Q. No, but you do know the average haul because you gave that to my learned friend not very long since.

A. That would not be on the borrow pits.

Q. Those were the gravel pits, not the borrow pits?

A. Yes. There were two gravel pits on the 40 miles.

Q. Would that not have some effect on the overhaul? Is there no overhaul on gravel?

A. There is no overhaul on the gravel.

MR. ELLIS: Q. Have you not the plans showing the borrow pits?

A. There will be a plan.

MR. ELLIS: Q. Have you not in existence a plan showing the borrow pits?

A. Oh, yes.

Q. As a matter of fact, the plan does show the borrow pits?

A. Yes

THE CHAIRMAN: It is the borrow pits that affect the overhaul and not the gravel pits?

HON. MR. ROEBUCK: Yes. It was about the borrow pits I was asking you, and you said you were not able to place them, but I led you astray by asking how many there.

Q. I suppose there would be a considerable number of borrow pits?

A. Yes, there would be quite a few.

Q. You told us that you did not allow borrow pits and muskeg near the line of the road?

A. No. We try to keep muskeg from being cut at all, if it is possible, parallel to the road.

Q. Is that a condition which is imposed on any railroad construction?

A. Yes, with muskeg it is inadvisable to break the surface if it can possibly be helped.

Q. You did not allow any side borrowing in connection with this road?

A. Not any muskeg, no.

Q. Some question has been raised as to the engineers who took part in the construction of this road, and the Department has prepared a memorandum showing the names of the engineers in charge of construction. This is certified by Mr. Francis, is that correct?

A. Yes.

HON. MR. ROEBUCK: I should like to read this:—

“J. A. McCoubrey, Divisional Engineer:
Approximately 30 years' general engineering experience. Member
Engineering Institute of Canada. Engaged at Toronto.”

Q. He was the divisional engineer; that is to say, he was in charge of the work over that 31 miles and its further extensions?

A. Yes; the supervision.

HON. MR. ROEBUCK: The resident Engineers were:—

“C. Brunel:
Ten years' general engineering experience in charge of location and construction. Education—3 years Parkdale College, Toronto. Engaged at Kenora.

“J. Lester:
Twenty years' general engineering experience, construction and location. Education—Science School, Brighton, England. Engaged at Kenora.

“G. Lowry:
Eighteen years' general engineering experience. Engaged at Toronto.

“G. J. Luck:
Approximately 30 years' general engineering experience. Promoted to be Divisional Engineer, Dryden, August, 1935. Engaged at Toronto.

“J. D. Foster:
Nine years' general engineering experience. Instrument man on this work until August 16th, 1935. Education—Bachelor of Arts, Manitoba University. Replaced C. J. Luck as resident engineer, August 16th, 1935. Engaged at Kenora.”

EXHIBIT NO. 17: Names and qualifications of engineers in charge of construction on the Kenora-Fort Frances Highway, submitted by T. J. Francis, Engineer of Construction, Department of Northern Development, March 27th, 1936.

HON. MR. ROEBUCK: Then the Instrument men on the job were:—

“W. G. Kilpatrick:
B.Sc., C.E., University of Manitoba. Engaged Kenora District, August 1931, as Instrument man.

“J. D. Foster, B.A.:
University of Manitoba. Nine years' general engineering experience. Engaged at Kenora, 1934.

“O. H. Tjonness:

Graduate C. E. Kristian Technical College, Oslo, Norway. Engaged at Kenora, January, 1934.

“A. Maisons:

Transferred to Kenora from Drafting Office, Toronto.”

EXHIBIT NO. 18: Names and qualifications of Instrument men engaged on the Kenora-Fort Frances Highway, submitted by T. F. Francis, Engineer of Construction, Department of Northern Development, March 27th, 1936.

Q. These were the men actually in charge of the operations on the road?

A. Yes.

Q. And those men reported to the Department rather than to the contractor?

A. They reported to the Department, yes.

HON. MR. ROEBUCK: Q. Having regard to this particular job as a whole, in which the unit prices govern, is the work in the hands of the Engineers of the Department rather than in the hands of the contractor?

A. Yes, the Departmental Engineers instruct the contractor how to do the work.

Q. They locate what he has to do, where the borrow pits are, where the gravel pits are, where the road has to be built, and the grade and subgrade, etc.?

A. Yes.

Q. Including overhaul?

A. Yes.

Q. And all the contractor does is the haulage and excavation and the rest of the mechanical operation as directed by the engineers?

A. Yes.

Q. Who makes up the figures of quantities?

A. The Departmental Engineers measure the work.

Q. Does the contractor measure the work?

A. He may, if he wishes.

Q. If he did so, it would be only as a check?

A. Yes.

Q. So all quantities and figures as to amounts to be paid are figured up by these professional men whose names I have just read?

A. Yes.

Q. They started work on that 31-mile section about what date?

A. Somewhere in the vicinity of the 1st November, 1934.

Q. What transpired immediately after the contractor started to work?

A. The men employed in the day labour camps north and south adjacent to the contract section complained about receiving 25 cents an hour from the Department for doing work of a similar character to that done by the men employed by the contractor adjacent, who were receiving 35 cents an hour.

Q. And that was a very reasonable complaint?

A. Yes, in my opinion.

Q. And they raised a tremendous storm about it?

A. Yes, they complained very bitterly.

Q. As a result of their complaints and the labour troubles which were in prospect as the result thereof, what did the Department do?

A. The Department extended the contract to include the sections being performed by day labour.

Q. So as to raise the wages from 25 cents an hour to 35 cents an hour?

A. Yes, all men then working on that highway were receiving the same rate of wages, 35 cents an hour.

Q. Would it have been possible to have changed the rate in your camps from 25 cents an hour to 35 cents an hour instead of placing it under a contractor?

A. Not without a general increase throughout all the camps operated by the Department.

Q. About how many men were in the camps at that time?

A. On day labour?

Q. The men who would be affected by such an increase in wages?

A. I think at that time it was very close to 30,000 men.

Q. So that it would be a very important matter if you raised the wages by 10 cents?

A. Yes.

Q. It would then be a very much smaller matter to put these particular sections under the contractor than it would be to raise the wages throughout all the camps under the control of the Government?

A. Yes.

Q. As the result of that, what did you do?

A. The contract was extended to include the sections being performed by day labour.

Q. What was the first extension?

MR. SCHWENGER: Show it on the map.

WITNESS: The first extension on the north was from mileage 15.8 on this map to mileage 18.8. 3 miles.

MR. ROEBUCK: Q. And that is immediately north of the 31-mile section?

A. Yes.

Q. A section in which you have already said there were 250 or 300 men working?

A. Yes.

Q. And those camps were taken over by the contractor?

A. One camp was taken over by the contractor. The other camp was so close to completion that we let the men finish the work, a matter of a week or two; but the contractor immediately put more men to work on the section that was taken over.

Q. And the men got 35 cents an hour and the labour trouble ceased?

A. Yes.

Q. And what was the date of that extension?

A. November, 1934, I think.

THE CHAIRMAN: It is marked "December" on the map.

WITNESS: It was very shortly after the contractor started to work there.

HON. MR. ROEBUCK: Q. When was the next extension given, and what was it?

A. That was the section adjacent to the south shown in green on the plan, from mileage 49.8 to mileage 54.5.

Q. That is immediately to the south of the 31-mile section?

A. Yes.

Q. Give me the letter of the 21st December, 1934, from A. S. O'Hara, Provincial Sanitary Inspector, to Dr. W. J. Bell, Deputy Minister of Health.

MR. ELLIS: Was that letter put in as an exhibit?

HON. MR. ROEBUCK: I do not think so.

WITNESS: Here is the letter.

HON. MR. ROEBUCK: I think I can get out of it what I want in a moment. It is a long letter signed by Mr. O'Hara, and the opening paragraphs say:—

"1. I beg to report that an inspection was made of the above employer's camps on 19th and 20th inst."

The "above employer" being the Dufferin Paving Company, Limited, on the Kenora-Fort Frances Highway. Then:—

"2. This company is operating three camps on the construction of the Kenora-Fort Frances Highway. Camps are all accessible by road or aeroplane from Kenora and are located as follows:

"Camp 2-B-2—Graphic Lake.....	135 men
Mac Lake.....	100 men
Berry Creek.....	41 men"

Where is Camp 2-B-2 located, in what section of the road?

A. Camp 2-B-2 was located between mileage 15.8 and mileage 18.8.

Q. That is to say, within extension No. 1?

A. Yes, it was the first day labour camp north of the 31-mile section.

Q. So evidently from the letter the extension must have been given before the date of the letter which is the 21st December, 1934?

A. Yes.

Q. And which establishes, I suggest to you, beyond any peradventure, that the first extension at least had been given prior to the expiry of the time for the completion of the work as stated in the general contract?

A. Yes.

Q. What was the third extension?

A. The third extension was from mileage 54.5 on this map to mileage 55.98 immediately adjacent to the work then being covered by contract?

Q. Why the necessity for making the extension?

A. That work was under day labour at the time, and the District Engineer at Fort Frances recommended that the contractors complete it rather than complete it by day labour.

Q. Would it have been possible to call for tenders on these extensions?

A. Yes, tenders could have been called for with a great deal of extra work.

Q. That is, they were possible. Would it have been advisable to call for tenders?

A. There would have been a great delay, if tenders had been called for, in placing the men on this particular section.

Q. How long would it have taken to have called for the tenders and got the bids out and finally issued a new contract?

A. It would have taken five or six weeks at least.

Q. And in the meantime you had labour troubles on your hands?

A. Yes.

Q. So you had to continue paying 25 cents an hour or make a change that would have affected 30,000 men or endured the labour troubles during the interval until you finally got a contract accepted?

A. Yes.

Q. Was there any prospect of getting a lower unit bid on these small extensions than you had already received on the 31-mile section? (No response.)

HON. MR. ROEBUCK: This is not the only extension that has ever been given to a contractor by either this government or the last.

Q. Is it an unusual thing to give an extension to a contract?

A. No, it is by no means unusual.

Q. If you have a prospect of getting lower bids I suppose you call for bids?

A. Yes.

Q. And I suppose there are times when in your good judgment you feel there is a prospect of lowering the price, and there are other times where you feel there is no prospect of lowering the price?

A. Well, on this particular work in question that had already been bid upon.

Q. In a similar period?

A. Yes.

Q. It was not as though there was a long delay and in another year perhaps the extension was being given. It was granted the same year?

A. In the same year, and the conditions were very similar.

Q. And the first one in the same month or the second month after the letting of the original contract?

A. Yes.

Q. Give me Exhibit No. 2-E, which is a letter dated August 20th, 1935, from C. H. Meader to the Dufferin Construction Company, Limited? (Witness complied.)

HON. MR. ROEBUCK: This is in reference to the third extension:—

“Dear Sirs:

“*Re Kenora-Fort Frances Highway*

“The Honourable the Minister has issued instructions that you be given the work immediately south of your present contract. You may take over the present Muskie Bay camp of the Department . . .”

That is where the men were working on the 25 cents an hour rate?

A. Yes.

Q.—

“ . . . and it is expected you will employ labour entirely from the Rainy River District to do the work.”?

A. Yes.

Q. That is, the contractor was limited to local labour only?

A. To local labour from the Fort Frances district only.

Q. From the Rainy River district?

A. Yes.

Q. Now, can you get me Exhibit 2-F? I do not know that I have the date of that letter.

THE SECRETARY: The same date.

HON. MR. ROEBUCK: This is a letter dated August 30th, 1935, from the Dufferin Paving Company, Limited, to R. A. Campbell, Deputy Minister, Department of Northern Development, offering to undertake to complete the

grading work, etc., under the terms, schedules, prices and conditions embodied in Contract No. 21. The writer adds.—

“We wish to point out, however, in its present incomplete condition this will be a very expensive piece of work, which could not be profitably undertaken under ordinary treatment.”

Q. I show you a letter dated Fort Frances, August 15th, 1935, from Mr. George H. Lowry, District Engineer, to Mr. C. H. Meader. I refer to the first paragraph thereof:—

“Dear Sir:

“During the recent visit of the Honourable the Minister of Lands and Forests to this District the following proposals were made by local associations here and approved by the Minister with a view of improving the unemployment situation.

“1. To turn over to the Dufferin Construction Company for completion that uncompleted section of the Kenora-Fort Frances Highway immediately south of the present Dufferin Construction Company Contract. The proposal here was that the Construction Company take over our present Muskie Bay Camp and employ labour entirely from the Rainy River District to do this piece of work. This section is $1\frac{1}{2}$ miles long with the rock work over one-half done, and no gravelling done for that length.”

EXHIBIT No. 2-T: Copy of letter dated Fort Frances, August 15th, 1935, from Mr. George H. Lowry to Mr. C. H. Meader, re Dufferin Construction Company and Kenora-Fort Frances Highway.

Q. What was your fourth extension?

A. The fourth extension of this contract was from mileage 0 on the Kenora-Fort Frances Highway to mileage 7, that is from mileage 0 at the junction of the Trans-Canada Highway to Mileage 7 immediately south.

Q. I refer to Exhibit 2-C, which is a letter dated Toronto, December 27th, 1935, from R. A. Campbell to the Dufferin Paving Company, Limited, re extension—Contract No. 21, Kenora.

“Dear Sirs:

“*Extension—Contract No. 21, Kenora District*

“You are hereby offered as an extension to your Contract No. 21, Kenora District, and subject to and governed by the same specifications, conditions and prices as embodied in the said Contract and by supplementary orders which may have been issued from this office from time to time covering prices of additional items of work not provided for in the original contract, any work incident to the construction of a road that may be required by the Department on that portion of the Fort Frances-Kenora Highway, commencing at the present junction between the North end of this said Highway and the Trans-Canada Highway east of the Town of Kenora and extending

southerly along the route surveyed or to be surveyed by the Department's engineers to a point approximately seven (7) miles from the point of commencement."

That was the offer and authority for the contractor to go ahead with the work, was it not?

A. Yes.

Q. As to the reason for giving that order, I have before me a file of correspondence that I am going to put in *in toto*. It commences with a letter dated December 23rd, 1935, from J. Allan Sherrett, Secretary of the Kenora Board of Trade to the Honourable Peter Heenan, reading as follows:—

"Honourable Sir.

"At a special council meeting of the Kenora Board of Trade held this afternoon, December 23rd, to discuss the grave emergency arising out of the closing of highway camps, and resultant excessive burden thrown upon this small community, the following resolution was passed, and I have been instructed to place it before you:

" "The Kenora Board of Trade views with alarm and anxiety the closing down of highway camps, throwing upon the community the grave responsibility of caring for those thrown out of employment, married and single men.

" "The Town of Kenora cannot possibly handle this situation, and the Board of Trade urged upon the Government the urgent necessity of keeping those camps open during the winter months, as this provision must be made for those men.

" "And that copies of this Resolution be sent to Hon. Mitchell F. Hepburn, Premier of Ontario; Hon. Norman McL. Rogers, Minister of Labor, Ottawa; Hon. Peter Heenan, Minister of Lands and Forests and Northern Development, Toronto; Hon. David A. Croll, Minister of Labor, Toronto; H. B. McKinnon, M.P., Ottawa."

"I trust that this Resolution will receive your earnest consideration, in view of the hardship on the community and on the unfortunate men thus thrown out of employment."

THE CHAIRMAN: I am glad somebody "views with alarm."

HON. MR. ROEBUCK: Yes.

Q. Then a letter dated December 30th, 1935, from the Minister of Lands and Forests to Mr. Sherrett, acknowledging receipt of the previous letter and stating:—

"As you no doubt know very large sums of money have been spent in Northern Ontario during this last year and our appropriation is very limited.

You will note from criticism I am receiving through the press that the Kenora district has been extremely well looked after.

"However, as it is contemplated to officially open the highway to Fort Frances early in July, and as there is a very dangerous piece of highway in and around Rushing River, and as the bridge crossing the river is in very dangerous condition, and in order to avoid accidents at that point, I am asking the Dufferin Construction Company to straighten out that portion of the highway and to construct a substantial bridge across the Rushing River. This will conform with the surveys and advice of our engineers, and I am sure in line with the view of the Board of Trade. At the same time we will give employment to quite a number of men."

Then I have a letter from the Northern Ontario Associated Chambers of Commerce over the signature of the Secretary, dated Dryden, Ont., January 29th, 1936, and reading:—

"Hon. Peter Heenan,
"Minister of Northern Development,
"Parliament Buildings,
"Toronto, Ont.

"Dear Sir:

"We have been advised by Chambers of Commerce who are members of this Association, that while the Fort Frances-Kenora Highway is complete for traffic, it cannot be opened for Tourist traffic until a bridge at Sioux Narrows has been completed.

"It has been our belief that the completion of the Fort Frances-Kenora Highway would favorably affect the tourist traffic of all North Western Ontario by providing an additional scenic route for tourists from the south. The completion of the bridge referred to, would apparently complete the present tourist system, and enable the Province, during the coming summer, to obtain some return from the money it has already spent on Highway Construction.

"We fully appreciate the difficulty of financing road programmes under present conditions, but we are of the opinion that the completion of this bridge is of sufficient importance to the whole of North Western Ontario to justify it being given special attention by your Department.

"We would therefore urge that immediate steps be taken towards the completion of the Bridge at Sioux Narrows, on the Fort Frances-Kenora Highway.

"Yours truly,

"(Sgd.) A. McINTYRE,
Secretary."

That letter was acknowledged by the Minister along the lines of the letter that I have already read.

Then on February 3rd, 1936, Mr. Heenan, the Minister of Lands and Forests and Northern Development, writes to Mr. Sherrett:—

“I realize the anxiety of your members with respect to this bridge, especially as arrangements have been made for the official opening July 1st, and I can assure you that every effort will be made to see that the bridge is ready for travel by that time.”

Then the Kenora Paper Mills, Limited, wrote over the signature of the Resident Vice-President on January 31st, 1936, to the Minister of Lands and Forests:—

“Dear Mr. Heenan.

“I attended a meeting of the Council of the Kenora Board of Trade last night and at this meeting it was brought out that there is some delay in connection with the building of the bridge on the Fort Frances Highway at Sioux Narrows.

“This letter is written to call your attention to the fact that if the bridge is not built during the winter months it will not be possible to build it during the summer, particularly after June 1st, as Sioux Narrows is the only navigable channel for the larger sized boats and we will have at least 30,000 cords of pulpwood and 100,000 ties and some saw logs to tow through this channel during the summer of 1936.”

MR. ELLIS: I am willing to admit that the road without the bridges would be utterly absurd.

HON. MR. ROEBUCK: Of course, but there has been great criticism by you and by others as to the giving of these extensions and letting the contracts for these bridges, and I think the Committee should hear the reasons why it was done and the way in which it was done.

Then I have a Resolution from the Kenora Board of Trade, Kenora, Ontario, passed on the afternoon of January 30th, 1936.

“Copy of Resolution passed by the Council of the Kenora Board of Trade on Thursday afternoon, January 30th, 1936.

“ ‘WHEREAS, the Kenora Board of Trade has received numerous inquiries through the Kenora tourist bureau, asking when the Kenora-Fort Frances Highway will be ready for travel in the spring and

“ ‘WHEREAS, numerous motorcades to come over the new highway are already planned, with Fort Frances and International Falls Chambers of Commerce coming up early in June, and the Manitoba Motor League having already issued a call to cities and towns on the circle tour route asking for representations on a huge motorcade, and the official opening of the highway planned for Wednesday, July 1st, and Kenora’s monster Old Home Week celebration starting July 4th, and

“ ‘WHEREAS, if this bridge is not constructed before the ice goes out, later construction would hamper and block navigation at Sioux

Narrows, this being the only main navigation channel for lumbering and mining interests at Whitefish Bay, etc., and any delay now would mean a heavy loss in revenue from the thousands of cars expected here in spring to the Province and the district,

“ THEREFORE BE IT RESOLVED, That the Kenora Board of Trade request the Honourable Peter Heenan, Minister of Northern Development to authorize the early start in construction of the bridge at Sioux Narrows, so that it will be completed in time to cater to the large influx of tourists who plan coming north as soon as highways are fit for travel in the Spring.’ Carried.

“I hereby certify that the foregoing is a true and exact extract of the minutes of the Kenora Board of Trade.

“(Sgd.) J. ALLAN SHERRETT,
Secretary-Treasurer.”

That same Resolution is concurred in, in substance, by the Fort Frances Chamber of Commerce and by the Ignace District Chamber of Commerce, who wired on the 4th March, 1936, expressing their concern lest, through the failure to build the bridges and complete the road, there will be delay.

Then the Town of Kenora joined in the chorus. I shall file this correspondence as one exhibit, showing the reason for the construction of bridges immediately, and the letting of these further contracts.

EXHIBIT No. 19:

- (a) Letter dated December 23rd, 1935, from J. Allan Sherrett, Secretary, Kenora Board of Trade, to Hon. Peter Heenan.
- (b) Copy of letter dated December 30th, 1935, from Hon. Peter Heenan to J. Allan Sherrett.
- (c) Letter dated Dryden, Ont., January 28th, 1936, from A. McIntyre, Secretary-Treasurer, Northwestern Ontario Associated Chambers of Commerce, to Hon. Peter Heenan.
- (d) Copy of letter dated February 3rd, 1936, from Hon. Peter Heenan to A. McIntyre.
- (e) Copy of letter dated February 3rd, 1936, from Hon. Peter Heenan to J. Allan Sherrett.
- (f) Letter dated January 31st, 1936, from D. McLeod, Resident Vice-President, Kenora Paper Mills Limited, to Hon. Peter Heenan.
- (g) Letter dated January 30th, 1936, from J. Allan Sherrett, Secretary Kenora Board of Trade to Hon. Peter Heenan, enclosing copy of Resolution passed by Council of the Kenora Board of Trade, January 30th, 1936.

- (h) Resolution of the Fort Frances Chamber of Commerce, dated February 7th, 1936.
- (i) Copy of letter dated February 10th, 1936, from Hon. Peter Heenan to Mr. Frisby W. Ross, Secretary Chamber of Commerce, Fort Frances, Ontario.
- (j) Telegram dated March 4th, 1936, from A. L. Wilson, Secretary Ignace District Chamber of Commerce to Hon. Peter Heenan.
- (k) Copy of letter dated March 7th, 1936, from Hon. Peter Heenan to A. L. Wilson.
- (l) Letter dated February 8th, 1936, from T. McClellan, Mayor of Kenora, to Hon. Peter Heenan enclosing copy of letter dated February 8th, 1936, from Mr. T. McClellan to Hon. Norman McLeod Rogers, Minister of Labour, Parliament Building, Ottawa.
- (m) Copy of letter dated February 10th, 1936, from Hon. Peter Heenan to Mr. T. McClellan.
- (n) Telegram dated February 20th, 1936, from T. McClellan, to Hon. Peter Heenan.

HON. MR. ROEBUCK: Q. There was some question raised as to whether the building of the bridges was in any way covered by the Force work item in the tender, and I show you a summary entitled: "Statement of Force Work on Contract No. 21, Kenora, from Inception of Contract up to and including February, 1936."

MR. MACAULAY: Will not that be in the last Progress Estimates?

HON. MR. ROEBUCK: No; this is a summary taken out of it. No doubt it could be verified out of the Progress Estimates.

MR. MACAULAY: Should it not be certified by somebody?

HON. MR. ROEBUCK: We will have it proved by the witness.

Q. What is it, witness? Explain it to the Committee?

A. It is a Statement of Force Work on Contract No. 21, Kenora, from Inception of Contract up to and including February, 1936. It is a summary of the work done under Force Work Items in the contract. Those are the items covered by the original Force prices, too, as well as the additional prices arranged for bridge-man, blacksmith, etc.

Q. That shows that on the contract for bridges a certain amount was covered by Force work. How much is that Force work, the grand total?

A. That is \$8,169.30.

Q. Actually covered in the contract, and the total cost of the bridges is about \$48,000, is it not?

MR. ELLIS: \$23,000.

THE CHAIRMAN: \$23,000 and \$25,000.

HON. MR. ROEBUCK: You refer only to labour, which was \$23,000. When you include materials and wages, the total cost runs up to about \$48,000. Of course, the materials were supplied by the Department.

THE CHAIRMAN: There was evidence of \$23,000 for labour and \$25,000 for materials.

HON. MR. ROEBUCK: Q. But the \$8,000 odd is a portion of the \$23,000 expended on labour?

A. Yes.

Q. Is this a correct statement?

A. The figures can be taken off the Estimates.

Q. Who took these figures off?

A. The accountant, so far as I know.

Q. Who is he?

A. Mr. W. L. Lawer.

HON. MR. ROEBUCK: The statement can be marked as an exhibit now, and we will have Mr. Lawer come and sign it.

EXHIBIT No. 20: Statement of Force Work on Contract No. 21, Kenora, from Inception of Contract up to and including February, 1936.

WITNESS: Attached is an account showing in detail the amount of work done.

HON. MR. ROEBUCK: Q. You were asked if you had made any estimate of the cost of the bridge work and you stated that estimates had been made but you did not know whether any of them had been reduced to writing?

A. Yes.

Q. Since that time have you dug up this piece of literature?

A. Yes, this is an estimate made by the Engineer on Construction.

Q. What does it show?

A. It shows his estimates of the cost of various parts of the project.

Q. There is nothing special in it that you would care to refer to except the fact that here is a written estimate of the cost of these bridges?

A. Yes.

EXHIBIT No. 21: Estimates of Engineer on Construction of Kenora-Fort Frances Highway (three sheets).

HON. MR. ROEBUCK: Q. A lot of time has been expended on this matter of clay fill and gravel surfacing. Have I got it right that the contract is let to the subgrade only, and that means that both the clay surfacing and the gravel surfacing are not included?

A. Yes.

Q. And you have told us already that it is not included in all contracts under similar circumstances because it is impossible to know how much of it will be required and where the material can be secured?

A. Yes.

Q. And overhaul is not included in the price as a rule?

A. No.

Q. So that unless you make some arrangement for overhaul the contractor has no knowledge and can have none as to the amount he should charge for that class of work?

A. Yes.

Q. So you wait until the subgrade is concluded and then make your arrangement with regard to clay coverage and gravel finish?

A. Yes.

Q. In this particular instance was there any other reason as well as those which I have mentioned for refraining from asking for tenders on the clay coverage and gravel finish?

A. The reason was that there was an extreme pressure of unemployed at the time, and that was the only work that could be extended to take care of a number of them.

Q. That is when you did the work, but when you were letting the contracts and calling for renders you did not include the value of these items in it?

HON. MR. HENRY: He did include the gravel.

HON. MR. ROEBUCK: No amounts.

HON. MR. HENRY: He asked for a bid on the gravel.

HON. MR. ROEBUCK: There is a price put in, but with no amount, and it was not the price actually used.

HON. MR. HENRY: Put in by the Department.

HON. MR. ROEBUCK: Q. There was no tender let for gravel, was there?

A. No.

Q. At that time had it been actually determined that you would go on immediately during the performance of the contract to add the clay coverage and gravel finish?

A. No. At the time the tenders had been called for it had only been decided to go to subgrade in the construction.

Q. Would it be possible to allow the road to stand at subgrade in order to do this further work at a later date?

A. Yes, in that class of country it would not particularly damage the subgrade.

Q. So if the employment situation had improved it is quite possible that the Department would not have done the coverage until now or still later?

A. Quite possible, yes.

Q. With regard to the figure for the clay in place, you set a figure of \$1.60?

A. Yes.

Q. There was no bid on that?

A. No.

Q. How did you arrange that figure?

A. Similar price being paid for similar work on the Trans-Canada Highway almost adjacent to the contract.

Q. Who did the fixing of the figure?

A. The price on the Trans-Canada was set prior.

Q. Did you take part in fixing this figure?

A. No.

Q. Who made up the \$1.60?

A. It was a price submitted by the contractors and accepted by the Department.

Q. How did you come to the conclusion that \$1.60 was the right price?

A. I had been over the other work and watched the amount of work necessary.

Q. Who else had been over the other work?

A. Mr. Francis, the Engineer on Construction.

Q. Does he periodically visit the other work?

A. Yes, he periodically goes out over all our works and projects, as far as possible.

Q. And on the other work, the Trans-Canada, they were paying \$1.60?

A. Yes.

Q. And what wages were they paying?

A. 25 cents an hour.

Q. So the \$1.60 here is the same price, notwithstanding the fact that the contractor was required to pay 10 cents an hour additional to his men?

A. Yes.

Q. Do you consider this a better price than was secured on the Trans-Canada under the circumstances?

A. Yes, conditions were very much the same.

MR. BAIRD: Who paid the additional 10 cents an hour?

HON. MR. ROEBUCK: The contractor.

MR. BAIRD: It came out of the Government.

HON. MR. ROEBUCK: The 35 cents comes out of the \$1.60.

MR. MACAULAY: It comes out of the Government.

HON. MR. ROEBUCK: No. The contractor is paid by the Government, but he is paid at the rate of \$1.60 per cubic yard, and it is out of that \$1.60 that he has to pay the labour. If he paid 25 cents an hour he would have more of the \$1.60 left than if he paid 35 cents an hour.

MR. SCHWENGER: That is correct.

HON. MR. ROEBUCK: With regard to the gravel in place, it is stated at \$5.50 in the Dufferin Paving Company tender, and at all sorts of prices in the other tenders.

THE CHAIRMAN: Which item is that?

HON. MR. ROEBUCK: Gravel in place.

Q. Do you say to the Committee that there was nothing binding on the contractor to go on and supply the gravel at the price he had quoted in his tender?

Q. Yes.

Q. And was there anything binding on the Government to pay the price mentioned in the tender?

A. No; there was nothing binding on the Government.

Q. Or to allow the tenderer to go ahead with that particular type of work?

A. No.

Q. And does the proof of that lie in the fact that you cut down the tenderer's price from \$5.50 to \$3.75?

A. Yes.

Q. How did you arrive at the \$3.75 figure?

A. It was figured from taking as a basis the prices being paid on the Trans-Canada adjacent as well as the additional haul to do the work.

Q. That is, you figured in the additional haul and added that, did you, to some price that was paid on the Trans-Canada?

A. Yes.

Q. You got those figures in good shape? I do not want you to spend any time on it if you have not already prepared them?

A. I do not think I have the figures right with me now.

Q. The price on the Trans-Canada was \$1.75?

A. Yes.

Q. And you have told us the haul on this particular job was eight miles longer on the average than that on the Trans-Canada?

A. Yes.

Q. And you have already told us that the usual rates for haulage are 30 cents per cubic yard mile?

A. That is a fair price in that district.

Q. And is frequently paid in that district?

A. Yes.

Q. And the equivalent of that is 20 cents per ton miles?

A. Yes.

Q. 30 cents per cubic yard is equivalent to 20 cents per ton mile?

A. Yes.

Q. And it is easy enough to multiply the 30 cents per cubic yard by an extra eight miles of haulage and get \$2.40?

A. Yes.

Q. And do you say that should be added to the price paid on the Trans-Canada of \$1.75 in order to get the true price of this type of work on the Kenora-Fort Frances road?

A. Yes.

Q. That would be \$4.15?

A. What?

Q. \$2.40 and \$1.75?

A. Yes.

Q. However, putting a different price than that, you came to \$3.75. Who acted with you in arriving at that figure?

A. Mr. Meader, the Assistant Chief Engineer, and Mr. Francis and myself.

Q. Mr. Francis, I understand, is a graduate of McGill University?

A. Yes.

Q. And a member of the Association of Professional Engineers of Ontario.

A. Yes.

Q. And possessed of over twenty years' experience?

A. Yes.

Q. In general construction work?

A. Yes.

Q. He worked for the C.P.R.?

A. Yes.

Q. Who chose him as one of your engineers?

A. I chose him myself.

Q. You had known him previously?

A. Yes.

Q. You chose him, why?

A. Because of my confidence in him.

Q. And you two figured out that that was a reasonable and proper price, along with Mr. Meader?

A. Yes.

Q. Do you still hold that view?

A. Yes, I think it was an extremely reasonable price.

Q. How long has Mr. Meader been with this Department?

A. I think in the neighbourhood of twenty-four years.

Q. I have already referred to an agreement made between the Dominion Government and the Provincial Government with respect to further such work as we have under construction. The date of it is the 4th July, 1935. It is the one that was signed by Mr. Bennett and Mr. Heenan. The fifth paragraph opens as follows:—

“5. Except in such cases and with relation to such projects as the Dominion and Province shall except in writing from the operation of this paragraph, the projects mentioned in paragraphs 2, 3 and 4 of this agreement shall be executed by tender and contract.”

That is to say, the agreement which the two governments entered into provided that road work of this character shall be done by contract rather than by day labour, is that the idea?

A. Yes, that was the idea.

Q. So evidently there is some body of opinion in Ottawa as well as in the Province of Ontario that you can get the work done cheaper and more effectively and reasonably and efficiently in this way than you can by employing men in camps?

A. Yes.

Q. And does your experience with this sort of work lead you to approve of what was done on that particular road with regard to the letting of the contract rather than carrying on camps?

A. Yes.

THE CHAIRMAN: Any re-examination, Mr. Ellis?

MR. ELLIS: No.

THE CHAIRMAN: Gentlemen, counsel have now completed their examination and cross-examination of this witness. Does any member of the Committee desire to ask the witness any questions?

HON. MR. HENRY: I would like to ask some questions, but it is now one o'clock.

HON. MR. ROEBUCK: How long will you be?

HON. MR. HENRY: I could not say.

HON. MR. ROEBUCK: More than half an hour?

HON. MR. HENRY: It will take longer than that.

THE CHAIRMAN: What about this afternoon? Shall we get permission of the House to sit and try to get this matter cleared up? Have you any expression of opinion to make, Mr. Ellis?

MR. ELLIS: I would like to go on this afternoon.

THE CHAIRMAN: What about you, Mr. Roebuck?

HON. MR. ROEBUCK: Very well.

THE CHAIRMAN: Shall we resume at 2.30 this afternoon?

HON. MR. HENRY: I cannot undertake to be here this afternoon. The House is sitting, and I need to be there.

HON. MR. ROEBUCK: We are going on tomorrow morning with other witnesses in connection with the Ties. Could we sit this afternoon from 2.00 o'clock to 3.00 o'clock?

MR. PRICE: It is rather difficult if one must be in the House. It is going to be fairly concentrated with the Public Bills and Estimates, and we must make progress. I think some of us have to be in the House most of the time, so that if it could be arranged that the meetings of the Committee did not clash with the sittings of the House it would be more satisfactory.

THE CHAIRMAN: Would it meet with the approval of the Members to reassemble at two o'clock and go on until three o'clock?

HON. MR. HENRY: I do not think it is fair to force me to come and spend an hour from two o'clock to three o'clock and then go right into the House.

THE CHAIRMAN: We are not talking of any forcing. I merely make the suggestion.

HON. MR. HENRY: I think we might as well defer cross-examination of this witness until the question of the Tie contracts is completed. It may stand a day or so and come on after the examination of the witnesses that are to come before the Committee is completed. We can meet every morning, so far as I am concerned.

THE CHAIRMAN: Shall we resume to-morrow morning at nine-thirty o'clock?

HON. MR. ROEBUCK: I suggest that we go on with our Ties, and when we have finished with the Ties, we can come back to this matter. That is my thought. My suggestion is that we go on in the morning with the Ties. I think we should adjourn this matter *sine die* to be taken up at the conclusion of the other matter. We can reassemble and all members of the Committee may turn in, and each one can be his own counsel and examine for as long as he likes.

THE CHAIRMAN: Does that meet with the approval of the Committee?

HON. MR. HENRY: Might I suggest to the witness that he take the various bids on this contract 21 and extend the cost under their prices for the amount of work as shown in the last Progress Estimate? I think it would expedite matters here if the witness would prepare that for us, as he has prepared a great many documents for the Attorney-General. I am quite willing that the Department should do that work so that we can have the real picture before us in relation to the bids.

HON. MR. ROEBUCK: I have no objection to the witness doing that. Our really practical difficulty is that if we assemble here to-morrow the Leader of the Opposition may and likely will examine for the entire morning. He can do it with the greatest of ease.

HON. MR. HENRY: But not with as much ease as you can, Mr. Attorney-General.

THE CHAIRMAN: I did not understand that Mr. Henry intended to go on to-morrow morning. I thought it was agreeable to everybody to go on with the Ties.

HON. MR. ROEBUCK: Very well. Let us go on with the Ties in the morning. I have no objection, of course, to the witness making any calculation Mr. Henry or any member desires him to make.

HON. MR. HENRY: I think he understands what I want. He went partly into it this morning, but not quite far enough.

THE CHAIRMAN: You did not think he had damaged your case badly enough?

HON. MR. HENRY: He did not get far enough in the hole, although he did get in.

MR. BAIRD: Mr. Chairman, are we allowed to ask questions in the same way as the Attorney-General asked them, namely, putting questions that suggest the answers?

THE CHAIRMAN: He was cross-examining, Mr. Baird.

HON. MR. ROEBUCK: You may do that in this Committee.

THE CHAIRMAN: Although I could hardly rule the witness to be hostile!

HON. MR. ROEBUCK: I have been informed that it is the practice to put leading questions in this Committee.

MR. ELLIS: Some of my own questions were slightly leading, too.

HON. MR. ROEBUCK: For the most part I did not lead the witnesses. There were times when expedition was secured by putting a leading question.

MR. ELLIS: I do not think we follow the rules of evidence very implicitly before the Public Accounts Committee, from my experience.

HON. MR. ROEBUCK: A great deal of this evidence put in by my friend Mr. Ellis and myself would have to be proven more formally in a court of law.

THE CHAIRMAN: Oh, yes; we have to allow a latitude that would not be permissible in a court of law.

Witness stood aside.

Whereupon the Committee adjourned at 1.05 o'clock p.m. until 10.00 o'clock a.m. on Tuesday, March 31st, A.D. 1936.

SIXTH SITTING

Parliament Buildings, Toronto,

Tuesday, March 31st, 1936, at 10.00 a.m.

THE CHAIRMAN: The Secretary will please call the Roll.

The Secretary called the Roll of Members of the Committee.

THE CHAIRMAN: I suppose you have the conduct of this matter, Mr. Price?

MR. PRICE: I will call Mr. Lang.

MALCOLM LANG, sworn.

MR. PRICE: Q. Mr. Lang, you are Chairman of the Temiskaming & Northern Ontario Railway Commission?

A. Yes.

Q. How long have you held that position?

A. A little over a year; probably a year and a few months. Sometime in the beginning of December.

Q. Do you, yourself, look after the purchasing of ties?

A. Not after the purchasing, but I go over the applicants and suggest ones that should have contracts.

HON. MR. ROEBUCK: I am afraid that Mr. Price and the witness are the only ones who know what is going on. We cannot hear.

MR. PRICE: Q. Just repeat what you said, Mr. Lang, about the purchasing of ties?

A. I take full responsibility for the allotment of tie contracts; after that, the purchasing agent takes charge.

Q. Who is the purchasing agent?

A. Alford.

Q. What is his christian name?

A. Albert Alford.

Q. How many ties do you purchase for a year?

A. We have contracts let this year for 123,000.

HON. MR. ROEBUCK: Q. 123,000?

A. I think so. Yes. I have the amount here.

MR. PRICE: Q. Will you produce for me the contracts let, as I requested, for the season 1935-36?

A. Yes, sir. Mr. Alford or Mr. Hume here has them.

Q. These are the contracts for the season 1935-36?

A. Yes, sir.

Q. How many are there?

A. 23, is it not, Mr. Hume? 21, I think, on this list.

MR. PRICE: I suggest, Mr. Lang, that we file this list and mark it as Exhibit "A."

THE CHAIRMAN: What is it?

MR. PRICE: A list of the contracts given by the Commission in the season 1935-36.

THE CHAIRMAN: All the contracts?

WITNESS: No.

MR. PRICE: There are 21 contracts. In the House I said there were 18 contracts, and it now appears that there are 21.

HON. MR. ROEBUCK: Did you not say there were 16?

MR. PRICE: Yes, 16.

THE CHAIRMAN: We will make this as Exhibit 1 pertaining to tie contracts.

EXHIBIT NO. 1: List of tie contracts let by the T. & N.O. Railway Commission during the season 1935-36.

THE CHAIRMAN: This has nothing to do with the Department of Northern Development?

MR. PRICE: No.

Q. Now, Mr. Lang, there are these 21 contracts?

A. Yes, sir.

Q. In addition, you make allotments to the settlers—in addition to these contracts?

A. Yes, sir. They each have a contract, a settler's contract.

Q. As far as the settlers are concerned, I see that you have 265 contracts in lots of 200?

A. Yes, sir.

Q. How do you deal with those? I am not criticising you.

A. No, sir. In the first place, we decided upon the amount to be given to each bona fide settler, as we wanted the settlers, all that had any tie timber along our line, to have an opportunity of taking out some ties, enough probably to earn a little money to buy their groceries for the winter in these hard times. We wished to take care of that supply before giving to any other contractors. We thought that probably there would be more than the 265, but the 265 is the total amount this year, making contracts for 53,000 ties from the settlers.

Q. How does that compare with other years?

A. Pretty much the same as last year.

Q. And this followed out the practice in former years?

A. Following out the practice in existence for one year prior to our coming in.

Q. As I understand it, the Commission, prior to your time, for one year gave the settlers that opportunity?

A. Yes.

Q. During your time there were people out of work and the Commission decided they would make allotments to settlers?

A. We decided that we should give the settlers an opportunity.

Q. When those are allotted, what is the price per tie?

A. The same as we have set for all of them.

Q. There is no difference. It would be fair to say that all your purchases of ties were at the rates: No. 1 ties, 70 cents; No. 2 ties, 60 cents; and cull ties, 35 cents?

A. No difference in the price. There is only this difference; that the contractor has to load his ties on the siding when we put the cars there for him to load. With the settlers, they having small allotments of 200 ties each, we accept the ties when they come out and pay them for them, and we load the settlers' ties. We give that extra advantage to the settlers over the other contractors. There is another little advantage that we give them. We are very strict with all the contractors in seeing that no ties have bark left on. They must be peeled by the contractors. With the settlers, we peel them, which costs probably a couple of cents a tie to do it. They would have to come out to the track when the sap would be running in the Spring; so we give the settler that much advantage over the other contractors.

HON. MR. ROEBUCK: Q. You say the peeling is worth about two cents?

A. Two or three cents.

Q. And what about the loading?

A. About the same.

Q. So it is somewhere around five cents?

A. Yes.

MR. PRICE: Q. A settler, according to the policy of the Commission, got a little advantage on those allotments?

A. Yes. We felt that we should do anything we could to assist through this time of depression, and that was one way that we could do a little bit for the settler and let him make a little to live on.

HON. MR. ROEBUCK: Q. You would estimate the two together at about five cents?

A. Five cents would be a fair estimate.

Q. Do you say there were 265 contracts to settlers?

A. Yes, of 200 ties each.

Q. I have an amount here of 52,650 ties.

A. There may be some others that had some. That is approximate. That is what we laid down.

MR. PRICE: Q. Mr. Lang, specifically dealing with the 21 contracts as set out in the list which you produced, all of these 21 contracts were allotted by you?

Q. Yes, sir.

Q. And at the price, according to the contract of the T. & N.O. Commission, of 70 cents for No. 1 ties; 60 cents for No. 2 ties, and 35 cents for cull ties?

A. Yes, sir.

Q. Were there any tenders issued for those?

A. No, sir.

Q. Those were issued without tenders?

A. At our first meeting of the Commission after I was Chairman, on the 10th of December a year ago, I was not the sole Commissioner then. I had Mr. Gallagher and Mr. Racine with me on the Commission at that time. At the meeting held on the 10th of December in 1934 we discussed this matter fully, and we decided, after getting all the information that we could, that it would be better to set a price that we figured was fair to the T. & N.O., to the people of Ontario and to the people up there at times like these; and that had been done by the past administration so we continued on the same policy because of conditions. We felt that we should allot small lots to jobbers or operators who had been in the wood business or pulp and lumber business and had some timber but who, during the years of depression, had been squeezed out, to try to get them a little start; and that anything we could do to help them would be helping the T. & N.O. Railway because every individual was a customer of the Railway and we felt a certain responsibility for assisting in the welfare of the people up there.

Q. So that as a matter of policy you decided not to ask for tenders?

A. No.

Q. And to fix a price for all the contracts?

A. And I continued that policy this year.

Q. The only point, then, in connection with that would be whether it was advisable as a question of policy to do it?

A. Yes, sir.

MR. PRICE: I will be putting in some evidence shortly, but I thought I would draw to your attention the report of Mr. Common in connection with the purchase of lumber and the question of tenders, and I am going to ask your comment on it because it was one of the points I made that these were issued without tenders.

"I desire to comment concerning the purchase of lumber in the District for the Department. From the evidence adduced it appears that one John A. Critchley, a resident of Matheson and an experienced lumberman, who understood the lumber requirements of the Matheson office of the Department, had approached Mr. Hamer when the Department was in the market for the purchase of lumber. It was manifest from the evidence that Critchley was intimately acquainted with and had a working arrangement with several lumber companies in the north country under which they would pay him a commission on any orders secured by him from the Department of Northern Development. This arrangement was well known to Mr. Hamer, and in fairness to all parties concerned it must be said that even although the lumber companies in question had not paid Mr. Critchley a commission their prices to the Department would have been exactly the same. While there is no suggestion in the evidence before me that the Department suffered financially through this method of purchasing lumber, since practically every lumber company in that district submitted prices that were almost the same on any requisition for lumber, nevertheless I must deprecate the practice and would strongly recommend that when lumber is required in the future tenders should be called for by the Department. It is quite possible that if the Department had dealt directly with the lumber firms, arrangements might have been concluded whereby the Department could have obtained the benefit of a lower price, viz., a figure less the commission paid to Critchley."

HON. MR. ROEBUCK: To what date does that refer?

MR. PRICE: That refers to Northern Development.

HON. MR. ROEBUCK: When did Critchley give orders?

MR. PRICE: Last year.

THE CHAIRMAN: May I enquire who is Mr. Critchley?

WITNESS: He is a lumber dealer at Matheson.

MR. PRICE: Q. Do you not think it would be advisable in the future, or as soon as you can, in any event, to ask for tenders?

A. That is a matter that I think should receive consideration just as times improve and conditions are better. I am, generally speaking, in favour of the

tender system for all supplies that can be got that way, and we would have much less bother and much less difficulty if our tie allotment came probably all through one man.

Q. You would not advise that, would you?

A. Not at the present time. As conditions improve and when the same stress is not felt along our line by our people I would give that very serious consideration. Generally speaking, I believe in the tender system; but I want to point out, Mr. Price, that in our business, dealing up through the north country with our big operating mines in both Kirkland Lake and the Porcupine Camps, that all of the big mines there who have been doing business in a large way with lumber dealers throughout the country have made a general practice to set the price that they pay, and they distribute among the operators and lumber dealers in the various localities their share of the business.

Q. Considering the fact, Mr. Lang, that you have dealt with the settlers' contracts about which there is no dispute and which has been general policy—

A. Yes.

Q. These are contracts which I said run to 80,000. I see that they only run 73,000; and 21 instead of 16. That is a detail.

A. Yes.

HON. MR. ROEBUCK: Sometimes details are important.

MR. PRICE: Quite right. They cannot all get 5,000 tie contracts.

HON. MR. ROEBUCK: Almost none of them got 5,000. However, the details do not matter so go ahead.

MR. PRICE: Q. Do you not think that if you had asked for tenders and divided it anyway you liked, say, so many 2's and so many 5's, that you would have spread it around pretty well and you would have left it beyond dispute and it would have caused you less worry?

A. I think we would have a great deal of difficulty in doing it in that way just at the time. If we called for tenders and got a low tender that wanted to supply our whole supplies, and he was the lowest tenderer, then we couldn't divide it among the others and give the other people a chance. One example of why I judge that we are pretty near a price that is fair is that there is one operator, a fairly large operator along our line, a good customer of the T. & N. O., because he produces millions of feet of lumber and ships it over our line each year. He handles each year a lot of jack pine from Latchford Station, and he is handling jack pine the same as we would use for our ties. He informed me that at the prices we are paying he would prefer just sawing his stuff all into lumber and selling it in the lumber market; that he makes as much or better out of the small jack pine and two by fours, and that stuff, than by selling it to the mines or sawing it into ties.

THE CHAIRMAN: Mr. Price, just before you leave that, would it be fair to summarize the evidence of Mr. Lang in this way; that you likely would get a better price for ties if you asked for tenders for your full supply, or that you could probably get them cheaper from one man?

WITNESS: I think that might probably be true.

Q. But in doing so you might drive a number of people, including settlers, on relief?

A. Yes.

MR. PRICE: This would not affect the settlers.

WITNESS: Here is the condition, Colonel: we could not pay the settlers a different price than what we were paying others. I mean, that would be open to some criticism. If you paid the settlers and the price paid on the balance of your ties was somewhat less, some cents less, I imagine we would have difficulty.

Q. You think you would have to have a uniform price?

A. I think that is the only way you could get away from having difficulty, considering that all of the people, every small operator and every settler and every big operator are all customers of our Railway and we are there to serve them. We have to be rather careful to treat, as nearly as possible, all of our customers fairly and as nearly equally as we can. About price, if I may explain—

Q. I was just going to ask you about the allotments—

HON. MR. ROEBUCK: He wanted to say something about price.

WITNESS: I can come back to that, if you wish.

HON. MR. ROEBUCK: Go ahead.

WITNESS: About price, when we discussed the matter when we took over, at our first meeting, with Mr. Gallagher and Mr. Racine, we went into the record of prices paid in the past. We made a reduction when we set it at 70 cents, 60 cents and 35 cents. In the previous year, by the old management, the prices they paid were 72 cents, 62 cents and 40 cents.

MR. PRICE: Q. What was the price your first year?

A. The same as those.

Q. Does that apply to settlers as well as the others?

A. Yes. And as well as making the reduction of two cents, and five cents less in No. 3, because we felt we did not want No. 3, we made stricter specifications for No. 1 and No. 2, bringing it into conformity with the strictest specifications for ties that we have any place. I think we struck a fairly reasonable price.

Q. You were cutting down and accentuating No. 1 and No. 2?

A. Yes.

MR. CRAIG: What size is your No. 1?

A. I am not a tie man and cannot tell you off-hand.

MR. CRAIG: Were they square or flat?

A. No. 1 were all squared with no wane edges.

MR. HUME: Track ties shall be eight feet long and with the following face dimensions measured at the narrowest point. A variation of one-half inch over in thickness will be permitted.

No. 1 flatted ties shall be seven inches thick with seven to ten inches width of face.

No. 1 squared ties shall be seven inches thick with nine inches width of face. Ties may have wane one-half inch wide on one or both corners of one side only.

No. 2 flatted ties shall be six inches thick with seven to ten inches width of face.

MR. CRAIG: No. 2 are just flat; they are not rounded?

MR. HUME: You can get them squared.

No. 2 squared ties shall be six inches thick with eight inches width of face. Ties may have wane one-half inch wide on one or both corners of one side only.

MR. CRAIG: And of what wood?

MR. HUME: Jack pine and tamarac.

MR. CRAIG: And cedar?

MR. HUME: No.

MR. LANG: Very little of anything else.

MR. CRAIG: How did you arrive at 200 for the farmers?

MR. LANG: In this way; we wanted to give every settler who had jack pine on his lot an opportunity to take out some ties, probably enough to earn some money to buy groceries for himself and his family for the winter if he had no other work, and we struck it at 200, because we did not know how many settlers there would be. I thought at that time we probably would have from 300 to 400 that would have tie timber left. You understand, sir, that jack pine is getting less and less on the settlers' lots.

MR. CRAIG: Some settlers might have 500 or 600.

MR. LANG: Quite true. And in thinking over that, we thought they will have 200 for another winter and another winter. They are not depleting their little tie lots and they will have the next year the same allotment and the next until they have finished. That was the sort of reasoning we used.

MR. PRICE: Q. Mr. Lang, could you not have got from the settlers all the ties you needed direct?

A. It may be true that we could, sir.

Q. Do not misunderstand me; I have not criticized the settlers' contracts?

A. No.

Q. I thought it wise to get the distinction between these contracts.

HON. MR. ROEBUCK: Q. How could you have got all your ties from the settlers?

A. I do not say we could. We do not know, but we could have said we will take as many ties from each bona fide settler as they could possibly give us. We would not know what we were getting until pretty late in the year, but we might get a year's supply in that way.

Q. But at the cost of reducing the number of ties on the settlers' farms?

A. Yes, and the settler would not have any for next year.

MR. ACRES: And he would probably have spent all the money.

WITNESS: I do not know about that.

MR. PRICE: Q. Anyway, that is the point. It is just a question of policy whether it was advisable or not. I want to take you over these specific contracts, Mr. Lang. You told me at the beginning that you were responsible for the allotment of these contracts?

A. Yes, sir.

Q. And that you then gave your instructions to Mr. Alford?

A. Yes, sir.

Q. Take the first contract, Arrow Land & Logging Company, Ltd., 3,000 ties?

A. Yes, sir, that is one on the list, the first one.

THE CHAIRMAN: We are dealing entirely with the year 1935-36?

MR. PRICE: Quite.

Q. I presume, as a matter of fact, that you did the same as this in 1934-35?

A. They prepared everything that you asked for on this year. I do not know about the others.

Q. But in 1934-35—

A. The same policy existed; we continued that.

Q. The Arrow Land & Logging Company got 3,000?

A. The Arrow Land & Logging Company.

Q. Who are they?

A. As far as I know they are a new company. They owned considerable timber limits up there for some years but had not been operating. The manager is a man named Johnston. He made an appointment to meet me one day in the early fall, I think in December when I was up there. He is starting operations and they are operating this year, and, of course, it will be good business for the T. & N. O. Railway. The other operators of that class had a small allotment of ties, and I thought it was only fair that he should have that as he had jack pine timber that he was cutting and taking out.

Q. Johnston is a new man?

A. Yes; I believe he came from the head of the lakes.

Q. Is it a new company?

A. It is an old company. They have been holding these limits for some years, but the depression came on and they had not then started operating, as far as I know. They are operating this year and will have an added supply of lumber being produced and we will get the haulage of some of it for the road, and I felt they should be put on something the same basis as the others.

Q. Do you know Johnston's first name?

A. No, I do not.

Q. He is at Timmins?

A. Yes.

Q. Is it safe to say that the Arrow Land & Logging Company would do its own work?

A. Yes. They are operating on a fairly large scale.

Q. They would not assign anything?

A. No; no question about that.

Q. The next one is Thomas Breen. Who is Thomas Breen?

A. Thomas Breen is a French-Canadian up at Cheminis, Ontario, with his timber just on the Quebec side. Cheminis is right on the border, part between Ontario and Quebec.

Q. He lives on the Quebec side?

A. He operates on the Quebec side, but I rather think he lives in Cheminis on the Ontario side. He has been operating, and as we have our Nipissing Central Railway from that point over to Noranda, Rouyn, in the Province of Quebec, as well as knowing that Mr. Breen has been there operating, I felt that we should give a supply to the Quebec side proportionate to the ties they might use on the short line in the Province of Quebec.

Q. What is his occupation?

A. He is a lumberman.

Q. Is he getting out contracts himself?

A. Yes.

Q. He has not assigned?

A. No, sir. I do not think there has ever been any suggestion of that.

Q. The next one is S. Black, Kirkland Lake, 1,000 ties?

A. Yes, sir. I have known the man for some time. He owns some timber and patented mining claims, and he has got the right to cut them.

Q. What is his occupation?

A. He had been in the dairy business up until a few years ago, and he is prospecting.

Q. I was told, Mr. Lang, that he was a restaurant keeper and in the dairy business?

A. He had been in the dairy business. I never knew him in the restaurant business. He had been in the dairy business but he is out of that.

Q. Have you anything about the assignments of these contracts?

A. Mr. Hume will have any of it there. I have not anything officially. We can get anything you want to ask.

Q. My information was that he was a former restaurant keeper and dairyman?

A. A dairyman is what I knew him as.

Q. He is still living at Kirkland Lake?

A. Yes, sir.

HON. MR. ROEBUCK: Who are you dealing with now?

MR. PRICE: S. Black.

HON. MR. ROEBUCK: Before you leave Breen—

MR. PRICE: I am not through yet.

Q. Have you information that he has assigned his contract?

A. No, sir, I have not.

Q. I am told that he has assigned his contract to the McElroy Timber Company?

HON. MR. ROEBUCK: Is that Breen?

MR. PRICE: Black.

HON. MR. ROEBUCK: Have you left Breen?

MR. PRICE: Yes.

HON. MR. ROEBUCK: You mentioned the possibility of his assigning his contract. His contract is there on the file.

MR. PRICE: I asked Mr. Lang whether he has assigned his contract, but he said he had not information on it except in one or two cases.

HON. MR. ROEBUCK: If you will look at the contract that is in the file before you, you will find it is not assigned. There is no assignment on it. Why not clear that up now? You mentioned whether it had been assigned and left the impression that there was a possibility that it had been assigned. The document shows right on its face whether it is assigned or not.

MR. PRICE: Q. Mr. Lang, on the assignments that we have been speaking about, do you get notification of these assignments?

A. Not to me directly.

Q. Does the Commission get notices of assignments, because some of these have been assigned, I am told, and you have not got the record?

A. I do not know that we would. I am not a legal man, Colonel; and you know they might arrange with some person to work with them in taking out their ties and we know nothing about it. Payments would still be made to the man we gave the contract to. We would have no information.

Q. The only reason I am asking you this is that it may shorten the task of bringing witnesses.

A. I would not think so in the case of Mr. Black, judging from the information he gave me when he got the contract. It is only a small contract for a thousand ties to help him through the winter. It was to get the timber off lots that he owned, and he could do a little work as he was out of the dairy business and wanted something to do, and this little contract of a thousand ties would keep him busy. That was my reason for giving him a thousand.

MR. PRICE: There is no notification here that Breen assigned his contract.

HON. MR. ROEBUCK: This witness is not a lawyer, and the rule with regard to assignments will be well known to all lawyers; that unless notice of the assignment is given to the railway, payments will be made by the railroad to the original contractor and not to any person who may take it over. The only possible way which any original contractor may get assistance is by hiring the other man, himself collecting the money, or by assigning the contract and giving notice. There is nothing against a man getting some help, but he must hold the contract until its termination.

MR. PRICE: What about payments out under these contracts?

A. There are advances made.

Q. These contracts have not yet been completed?

A. No.

Q. The money has not been paid over?

A. No.

Q. I think in looking over these the other day only a couple of them were advanced.

A. There may be some advances.

Q. So that we have not got to the point where it has been completed or where you would know whether there had been an assignment or partial assignment?

HON. MR. ROEBUCK: We are not going to leave this matter up in the air in that fashion. The assertion of the honourable gentleman is that these contracts have been assigned. Now, then, I suppose any contract may be assigned, but that is not what my friend said in the House. He did not say they may be assigned; he said they are assigned, and unless he proves that they are assigned, the assumption is they are not assigned. We are not going to sit here and take indefinite possibilities as proof of a charge.

MR. PRICE: Q. We have gone over S. Black of Kirkland Lake, have we not?

A. Yes.

HON. MR. ROEBUCK: There is no evidence, I take it, of any assignment by Breen?

WITNESS: No, nor Black.

MR. PRICE: Q. J. Bourget is next.

A. He lives in Haileybury. He is an overseas man, he is married and has eleven children.

HON. MR. ROEBUCK: Have you left Black?

WITNESS: Yes, we were through with Black.

HON. MR. ROEBUCK: And there is no evidence of any assignment on Black's part?

THE CHAIRMAN: No.

HON. MR. ROEBUCK: And Black had one thousand ties?

THE CHAIRMAN: Yes.

WITNESS: Bourget's contract is for one thousand ties, and I was starting to tell you that he has eleven children and he is a hard worker. He has a boy 15 years of age, and he had got some right to cut timber around Latchford and there was a little jack pine on it, enough for a thousand ties. He took a couple of his neighbours who otherwise would be on relief, and himself and their families in Haileybury. He is a wonderfully good worker, and he is down there taking out his ties, I know. He has eleven children, and his boy of 15 is working with him. He and another one or two men are kept off relief just through that little, small contract.

MR. PRICE: Q. The next one is P. H. Critchley of Monteith?

A. P. H. Critchley, yes.

Q. That is one of the contracts that I mentioned. I see here that he lives in Monteith and he is the agent of the London, Lancashire Insurance Co. That is correct?

A. Yes, sir.

HON. MR. ROEBUCK: Q. He writes a little insurance, does he?

A. Yes.

MR. PRICE: He has it on the insurance paper.

HON. MR. ROEBUCK: All agents are supplied with paper.

MR. PRICE: He says:—

"I have your letter of the 15th inst., and would advise that ties to be delivered under contract will be at Mattagami River Siding, Timmins.

"Yours respectfully,

"(Signed) P. H. Critchley."

I see by looking through the file that there is no assignment of this contract, but I have Mr. Critchley here to give evidence. I am told that that contract has been assigned to A. E. Wicks?

A. That may be true.

Q. But there is no assignment here.

A. There is P. H. Critchley and his brother. I have known the family since the father came up and settled on a lot at Monteith just next to the Experimental Farm about 1911 or 1912.

Q. It is the brother, A. E. Critchley, that is mentioned as the lumberman?

A. Yes. They both visited me in North Bay one day early last autumn. I had not known the boys at all since they were children, but I was in that country and knew their father and family when the country grew up.

HON. MR. ROEBUCK: Q. How long ago is that?

A. The father settled on the farm in Monteith about 1911 or 1912, and his family grew up there. There are four or five boys and a couple of girls. They would know me, but as they grow up I do not always know these young people. But they visited me in North Bay in my office in the T. & N. O., early last autumn and they were soliciting tie contracts. They told me about the difficult conditions for the people in their neighbourhood around Monteith and Matheson, and they told me that there was jack pine timber around that was available for them that they could get, and they were anxious to get not a small contract but enough to put in a camp, and wanted to get a larger contract. I told them at that time that there would not be any possibility of getting any large contract.

Q. They wanted 20,000?

A. Yes. I told them that they would just get a small contract not exceeding 5,000, and if they were taking out something else it would hardly pay them to go in for an operation of 5,000 ties.

Q. They got 5,000?

A. They got 5,000. The brother is in the lumber business in Matheson and they worked together, as I understand it. He is in the insurance business, and, as you know, Colonel, being up the line, conditions are not good. I allotted that amount to Critchley in Monteith in the hope that he could give a little employment to some of the settlers around Monteith in taking out his timber.

Q. This contract is allotted to P. H. Critchley, and you have received no notification of an assignment.

A. No, sir.

Q. As far as you are concerned, P. H. Critchley still is the contractor?

A. Yes, the business is still being done through him.

Q. That is why I am bringing out the fact that here is a contract which apparently has been assigned but of which there is no record. I will call Mr. Critchley later. Then the Feldman Timber Company, Limited, the Fesserton Timber Company, Limited, and the Kirkland Lake Lumber Company. I suppose those are all companies doing lumber business?

A. They are all companies doing lumber business, and have always enjoyed for years back some share of the tie business through past administrations and others. They are good customers of T. & N. O. Railway, and they are in that business and we just tried to divide up and give a little bit to them.

Q. The Feldman Timber Company had 4,000 ties, the Fesserton Timber Company, Limited, had 4,000, and the Kirkland Lake Lumber Company had 3,000?

A. Yes.

Q. The next one is S. Kennedy, South Porcupine?

A. Kennedy is an old pioneer of South Porcupine. He was one of the first ones there. He has been associated with lumbering from its infancy. As a matter of fact, for a number of years, he worked with the Crown Timber Department in Timmins under your regime. Just before giving him this contract for 2,000 ties, he, along with some friends associated with him, had purchased by tender some piece of timber down south of South Porcupine; and he came to me and he wanted to get a little operation started, and he said he had tie timber, and knowing him as I did and not being able to give him very much to start with, I gave him 2,000 ties. I found he had purchased the timber that had been up for sale.

Q. What business is Mr. Kennedy in in South Porcupine?

A. He came in and started a General Store in the early days. From that time on he has been associated with the lumber business either with your Government as scaler or under the Crown Timber Agent there, and then working for different lumber companies either as a foreman or taking out stuff.

Q. Do you know whether Mr. Kennedy is taking out his own lumber?

A. I have had no information from him and have never asked him since I gave him the contract.

Q. You do not know?

A. I did know that he was the successful tenderer for timber—he and some man named Blainey, the two together, were successful tenderers for a purchase of some timber.

Q. Next is Leduc & Son. What is the business of Leduc & Son?

A. They are settlers, and have a small sawmill just about four miles out of Raymore.

Q. I understood that they were boarding house keepers, is that a fact?

A. That may be true. They were not when I knew them. When I knew them they had a sawmill. The Hollinger Mine has a development near Raymore, and it may be that they have a boarding house or something like that, but they had a farm. He has a sawmill there. He does a little cutting for the neighborhood and supplies, perhaps, some timber for the mines. He is in the locality where they should have their share if they could supply it.

Q. The next is Donald McRae?

A. Donald McRae has been engaged in the lumber business ever since I have known him, probably for the last fifteen years, either as foreman for another lumber man or jobbing.

Q. I understand that. I am taking this, Mr. Lang, that you have given contracts to people who are not really in the lumber business, who are engaged in some other business but who are working in the lumber business. The next one is P. McCool, North Bay. He is the one I said was an issuer of Motor Licenses at North Bay, is that correct?

A. I believe so.

Q. I have subpoenaed him here so I will not ask you very much about him, but he got 5,000 ties?

A. He has been in the tie business for years. He supplied the T. & N. O. a lot of ties in the years gone by.

Q. How long has he been an issuer of licenses?

A. I really do not know.

Q. Is he getting out his own timber?

A. I understand so. He has not been successful yet. He has only got part of it. If you have subpoenaed him, you can question him.

Q. I was informed that he has assigned his contract, but I will leave that. The next one is for 2,000 ties to H. McIntaggart. What is McIntaggart's business?

A. I think he formerly worked for the Crown Timber Department a year or two. He is a prospector up there.

Q. He is a prospector?

A. Yes.

Q. My information is that he is a prospector?

A. That is quite right. He is a prospector, and he owns mining claims with this timber on. He is like all prospectors that do not find mines profitable, yet there is something for him to work on and live on for the winter.

Q. There is no record of his assigning?

A. No, sir.

Q. The next is William Pollock & Son, Limited. Who are William Pollock & Son?

A. An old firm at Englehart.

Q. Then the McElroy Timber Company.

A. The McElroy Timber Company is a Company that has just bought McElroy Township, I believe last year, with the timber on it.

Q. Who are they?

A. I do not know who are in it. There are different people in Kirkland Lake who became associated in a company. I am not sure of this but I believe that one of the Silvers is manager of it; but it was a company formed in Kirkland Lake.

Q. It is a company recently formed in Kirkland Lake?

A. I believe they just bought the timber in McElroy Township some time last year, and are operating.

Q. You do not know the people who were incorporated in the company?

A. No, I do not.

Q. Who did you get in touch with when this was allotted?

A. My remembrance is that it was Mr. Caplin, an old gentleman who has been living in Kirkland Lake for years. He is one of the company, but whether he is president or director, I could not say.

Q. Did you get in touch with Filbert?

A. I do not know.

Q. Who is Filbert?

A. I do not know. I do not recognize the name. I do not think I ever met him. Caplin is the only man I met.

Q. What is his christian name?

A. I cannot tell you that. He is one of the oldest residents there. His was the first store in Kirkland Lake, and it is now the father and son, and I know they are associated in the purchase of this lumber.

Q. What does Caplin do, run a general store?

A. Run a general store. He and his son own a theatre also, and they spread out in broad activities and they are in this McElroy Lumber Company.

Q. They run a general store and they have a theatre, and one thing and another, at Kirkland Lake?

A. Yes.

HON. MR. ROEBUCK: Q. Do you know that they have been interested in mining and timber as well as in store keeping for years?

A. They have been in mining and I think jobbing and timber, but as far as I know they just formed this company and bought the timber in McElroy Township in the last year.

MR. PRICE: Q. I stand to be corrected on this, but I am informed that the company was incorporated last year?

A. I would think that was right. They just got the timber.

Q. I understand Filbert is one and Harry Fine, a solicitor, is another?

A. I do not know Fine. Solicitors very often get on company directorates.

Q. The next is William Pollock & Son, Limited, Englehart?

A. They have been in the lumber business there for years, and they took out lumber for years for the mines, and so on. They have been getting tie contracts through all the period. They are not new with me at all.

Q. Going back to the McElroy Timber Company, is there a McElroy in the company?

A. No, it is McElroy Township. That is the township; that is how they get the name.

Q. Then Rudolph & McChesney Lumber Company?

A. They are operators at Timmins, but they closed down somewhat during the depression. They operated some last year and this year, and they also got their share.

Q. They got 4,000 ties?

A. Yes, sir.

Q. Then Vera Silver, Timmins?

A. Yes.

Q. She got 2,000?

A. 2,000.

Q. I notice that she has assigned her contract to the Rudolph-McChesney Lumber Company Limited?

A. I have learned that since this came on.

Q. There is a notice of assignment here?

A. It was her husband, Louis Silver, who has been in the lumber business for years. He was associated with Mr. Sharp, but owing to the depression, they were forced out of business about two years ago, for financial reasons, and I gave this to Louis Silver. Apparently they had it in his wife's name.

Q. I see all the correspondence is by Mrs. Vera Silver?

A. It was in order to give a man who had been in the lumber business a little chance to start again.

MR. GLASS: Q. You have not assented to the assignment, have you?

MR. PRICE: Yes, the assignment has been filed here

MR. GLASS: Is there any assent?

WITNESS: I do not think it has been accepted, but I do not see any reason why we should not accept it.

MR. PRICE: Mr. J. T. Jackson, of Timmins, write on the 13th of March, drawing attention to this contract and saying:—

“Enclosed herewith please find:

“(1) Notice of Assignment.

“(2) Copy of Assignment.

“This contract for the supply of 2,000 ties has been assigned to Rudolph-McChesney Lumber Company, Limited. We understand the Commission will have no objection to this and we hope that it meets with your approval. I am enclosing a copy of the Assignment for your information. You will notice that the Rudolph-McChesney Lumber Company, Limited, has, by clauses numbers (a), (b), (c) and (d) on pages 2 and 3, agreed to do all things

in compliance with your original contract and you can depend upon the supply of these ties according to your specification for track ties."

May I point out to you, Mr. Lang, that this notification only came in on the 13th of March. A number of these contracts were awarded, fairly late, some as late as December and January, so that you are apt to have some assignments in yet?

A. I would think there would not be any. As we go over these names, I know the people and who they are. I took no objection to the assignment from Silver to the Rudolph-McChesney Company as they have been unable to get started. He has been in the lumbering business, or associated with it, and I suppose the arrangement with Rudolph-McChesney was to take them out.

THE CHAIRMAN: Q. Would you have any power to prevent a person from assigning? Is there any clause in the original contract stating that they cannot sign without your approval?

A. You lawyers know more about that than I do.

MR. GLASS: If you do not wish to do any business with the assignee, you do not have to.

MR. PRICE: That is up to the Commission.

WITNESS: I would have no objection. We are getting the ties.

HON. MR. ROEBUCK: I should like to look at this contract. I see in this printed form that, "Wherever the word 'Commission' is used in this Agreement, it shall mean The Temiskaming and Northern Ontario Railway Commission. Wherever the word 'Contractor' is used in this Agreement, it shall mean the Contractor for the work covered by the Agreement." This, of course, is written out to Vera Silver. Vera does not work, and so, I presume—

MR. BAIRD: Did you ever hear of the battle axe?

HON. MR. ROEBUCK: This particular Contract reads as follows:—

"Wherever the word 'Commission' is used in this Agreement, it shall mean The Temiskaming and Northern Ontario Railway Commission. Wherever the word 'Contractor' is used in this Agreement, it shall mean Contractor for the work covered by the Agreement, her executors, administrators and assigns."

It is an assignable contract

MR. CRAIG: Are they all the same?

MR. PRICE: They are all the same.

HON. MR. ROEBUCK: It is a printed form, but I notice the words appearing "her executors, administrators and assigns" written in two or three of them, including that particular one. They are assignable contracts, and they would be

assignable even though that clause was not there, because a non-assignable contract is a personal one, and there is nothing personal about a tie contract.

WITNESS: I would not refuse to assign. If I thought it was not right, they would not get another contract the next year. But I would not attempt to stop an assignment.

MR. PRICE: Q. The next is to W. C. Sharp?

A. Mr. Sharp is the gentleman who was associated with Mr. Silver in the lumber business for years, and as I explained before, about two years ago because of financial strains and stresses he was forced out of the business by the banks, and he tried to get back in again. When I saw him he expected to get into the business, get some timber and sell it to the mines; and I felt that a little tie contract along with it would help get him started again.

Q. Was he working at that time?

A. He was at that time. After he was forced out of business, in order to live, he got work at the Hollinger Mine and he is still working there.

Q. He is still working there?

A. I believe so.

Q. Can you tell me how his contract is being handled?

A. I have no knowledge of that.

Q. You have no knowledge about an assignment of this contract?

A. Nothing.

Q. He will be here and I will ask him. The next is a contract to Wilfred Simon and Eugene Simon?

A. They are two brothers, old settlers up around Krugerdorf vicinity. That is back north of Englehart. They have a little mill they took over in the early days where they saw lumber for the community and take timber out, just what they can sell to the mines at Kirkland Lake and so on, and they have some Jack Pine timber. I gave a contract to the one with the mill, and I expect the brother who lives not far away will have his sawn at his brother's mill. But they have been doing business in that community, one of the little industries, if you like to call it that, in the community, and it helps to keep it going.

Q. The last one here is T. S. Woollings & Company, Limited, who have a specially drawn contract?

A. Yes, sir, they have.

Q. They are lumber people?

A. Yes. They are pulp people who have been shipping from there for years. Through all the depression they have succeeded in keeping their contract open with their American people and shipping 30,000 cords of pulpwood from their place over our line, representing some eighty to ninety thousand dollars each year for the T. & N. O. Railway and they need ties in order to get roughage, because the roughage from the ties gives them fuel for the resin plant for steaming the wood. Their contract is a little higher than the others. We gave them 8,000, which is a minimum to run the resin plant. The resin plant is a peeling plant where they take off the bark.

HON. MR. ROEBUCK: They use the slabs for fuel?

A. They use the slabs for fuel. They have been in business and have supplied ties to the T. & N. O. for the last fifteen years at least, or in much larger quantities than what we are getting now.

MR. PRICE: Q. I suppose, Mr. Lang, that in dealing with these tie contracts all the way through, that in addition to knowing quite a number of the people yourself, as you have been in that district for a great many years, you take recommendations from your local Members?

A. I do not recall that I have had any bother about that at all. These people come direct to me. If I meet one of the local Members, he might talk to me about conditions and if I could do anything for some particular locality, and so on, but I do not recall any person having been suggested by a Member for a tie contract.

Q. The reason I asked you that is that on the contract of J. Bourget there is a letter on the file from H. C. Draper, Assistant Deputy Minister of Forestry, dated March 5th, 1936, reading:—

“Early in December the Department permitted John Bourgette to cut 700 to 800 ties from Block 68 in the Gillies Limit. This was at Mr. W. G. Nixon’s request, and also taken up by yourself. At the time it was stipulated that a cash deposit of \$100.00 would be required and the ground rent and fire tax of \$11.40 would have to be paid. You will recall when in my office that you agreed to give the Department a cheque for this amount. I have now to remind you that this has not been received to date, and would be glad if you would give this your immediate attention, so that our records would be complete.”

A. That brings to my mind that when Mr. Bourget told me where the timber was I told him he should go to New Liskeard and see Mr. McDonald, the Crown Timber Agent, and Mr. Nixon, the Member, who would probably give him a note to get the right from the Department to cut timber. That is how Mr. Nixon’s name is on there.

Q. That is how Mr. Nixon’s name came to be mentioned?

A. I told him to go to these people.

HON. MR. ROEBUCK: My friend is leaving a most unwarranted inference.

There is no earthly reason why Mr. Nixon should not help a settler. In this instance, Mr. Nixon seems to have done something by way of straightening out some timber arrangement in the Department of Lands and Forests, and the Department of Lands and Forests, as I understand it, wrote to the T. & N. O. Railway with respect to the payment for ties, and Mr. Nixon's name is mentioned. My friend brings it out to in some way indicate that political influence is involved.

THE CHAIRMAN: AS Mr. Nixon's name has been mentioned, I think it is only fair that he should speak for himself.

MR. W. G. NIXON: I am the Mr. Nixon in question. I never saw this man before. He came to interview me in my office with respect to getting help in some way, possibly by way of getting a bit of timber to supply these ties. I never saw the man before, and do not know anything about him, aside from the fact that he explained to me that he did not wish to go on relief, and that if he could get some timber he thought he might arrange to get a contract for a few hundred ties that would keep him and his family off relief and permit him also to give some work to other men who were in a similar position. I wish to say very candidly that aside from that I know nothing at all about him.

MR. PRICE: Q. You told us, Mr. Lang, that your policy this last year in the issuing of these contracts without tender was the same as the year before and the same as the year previous?

A. The year previous, of the last Administration. Ever since 1923 it has been by tender, but the price has been higher.

Q. I suppose that would be regulated by the general business conditions?

A. I expect so. We discussed it thoroughly and decided that that was what was thought was the proper manner, particularly under present conditions. We wanted to assist as many as we could.

MR. PRICE: I think that is all.

HON. MR. ROEBUCK: I will have something to say to this witness, but are you going to call some of these assignees?

MR. PRICE: I will call the men I have subpoenaed, and probably I shall have to call other witnesses who are not here, but I would like to examine Mr. Black first.

HON. MR. ROEBUCK: Would it not shorten the proceedings if Mr. Lang stepped aside and you put your witnesses in, and then I can have Mr. Lang for cross-examination later on. Then I will go over it all.

MR. PRICE: Yes.

HON. MR. ROEBUCK: Instead of taking two bites of the cherry.

MR. PRICE: If we do not get through this morning perhaps we could sit a little later.

HON. MR. ROEBUCK: Then let Mr. Lang stand aside, and you can put in the other witnesses.

Witness stood aside.

MR. PRICE: Call Mr. Critchley.

THE USHER: There is no response, sir.

THE SECRETARY: The Provincial Police were given the subpoena on Saturday morning at eleven o'clock.

HON. MR. ROEBUCK: Who was it who said Mr. Critchley was ill?

MR. LANG: He was sick. As a matter of fact, he was just getting over an attack of pneumonia.

MR. PRICE: Then we will defer his examination and I will call Mr. Patrick McCool.

HON. MR. ROEBUCK: Is there any report from the Provincial Police?

THE CHAIRMAN: The Secretary has gone to ascertain.

PATRICK MCCOOL, sworn. Examined by MR. PRICE:

Q. Mr. McCool, you got a contract from the T. & N. O. Commission for the taking out of 5,000 ties?

A. Yes.

Q. You are the issuer of motor licenses at North Bay?

A. Yes.

Q. Did you talk to Mr. Lang about getting this contract?

A. Yes, I spoke to him.

Q. And anyone else?

A. No, no one else.

Q. You did not talk to Mr. Allen?

A. No.

Q. You have not proceeded very far on this contract, have you?

A. No, not very far.

Q. Have you made arrangements with any of the timber companies to take the ties out for you?

A. I thought I had an arrangement made with a fellow up at Englehart named S. Stayman who was going to take the ties out, but he has fallen down and I have cancelled the contract with him. I think he had taken out some 400 ties.

Q. That is, 400 ties would be taken out from his land?

A. On his land. This man told me he had a nice cut of timber from the Government and was putting in a mill.

Q. So you have got this man to take out 400 ties and he has not proceeded any farther, and you still have the balance of the ties to take out?

A. Yes.

Q. Have you made arrangements or are you making arrangements with any of the timber companies to take out the ties?

A. No; I have made no further arrangements.

Q. Have you had negotiations?

A. No.

Q. You have not had negotiations with the Feldman Timber Company, Limited?

A. No, no company. The fact of the matter is that if I cannot make proper arrangements I am going to ask the T. & N. O Commission to relieve me of the contract. I may say that I have been a very big operator on the T. & N. O. In three years I delivered to the T. & N. O. 200,000 ties, in 1923, 1924 and 1925, and all those ties were bought from settlers.

Q. You have been out of the timber business for years?

A. Yes.

Q. How many years have you been out of the timber business?

A. Since 1927, I think. I was in an unfortunate operation and lost about \$30,000. I was financing a matter that put me on my uppers for the time being.

Q. What arrangement did you have with this man to take out those ties?

A. Nothing, except to take them out.

Q. The whole 5,000?

A. Yes, if he could get them.

Q. What arrangements did you make as far as paying is concerned?

A. If he took them out I would pay him, of course.

Q. What were you paying him per tie?

A. I was making a profit of 5 cents per tie.

Q. That is on the 5,000 ties you would make a profit of \$250?

A. Yes. I do not think that is a very exorbitant amount.

Q. No. You are not taking them out yourself. You are getting them taken out by somebody else?

A. With the T. & N. O. Commission under the other Government I made a profit of 10 cents to 15 cents per tie.

Q. You had very large contracts?

A. Yes, I have them here.

MR. BOWERMAN: Q. How many ties did you get out for the other Government?

A. 42,000 in one year and 32,000 in another year, and 35,000 in another year.

MR. PRICE: Q. Were they extending their line?

A. No, the ordinary operation.

Q. You have told us you got out from 125,000 to 200,000 ties in one year. Was that by tender during the Drury regime?

A. No, no tenders.

Q. You say during this period the contracts were not let by tender?

A. No, not to my knowledge.

Q. What did you do?

A. Got a fixed price.

Q. Everybody got the same price?

A. Yes, and I think the price is fixed by the C.P.R. and the Grand Trunk in the same way.

Q. Everybody gets a fixed price?

A. Yes.

THE CHAIRMAN: Q. I suppose, Mr. McCool, it is common knowledge as to what a fair price is under the circumstances?

A. Yes.

MR. PRICE: Q. If you are not able to make arrangements to have the balance of these ties taken out you will turn it back to the Commission?

A. Yes.

MR. NIXON: Q. What year was it you had the large contract to which you have just referred?

HON. MR. ROEBUCK: Perhaps I can supply that, Mr. Nixon, because I have the statements here. Was that all you wanted?

MR. NIXON: No; that was my first question.

THE CHAIRMAN: Probably Mr. Roebuck can give the answer.

HON. MR. ROEBUCK: I have a statement here from the Purchasing Department of the Railroad which I will prove later, if desired. In October, 1923, Mr. McCool had a contract from the T. & N. O. Commission for 29,345 No. 1 and No. 2 ties, and 2,499 No. 3 ties. The No. 1 ties were at 68 cents, the No. 2 ties at 58 cents and the No. 3 ties at 34 cents.

THE CHAIRMAN: The answer to Mr. Nixon's question as submitted to me by the witness is that in 1924 there was a contract for 142,000 ties.

MR. NIXON: That is the contract to which I referred.

WITNESS: I would not swear to that, but that is the memorandum I have.

MR. NIXON: Q. Is that the contract that you assigned to various settlers along the T. & N. O. Railway?

A. I did not assign the contract to anyone; I simply went out and bought the ties from the settlers. I financed the contract. The T. & N. O. Commission felt at that time, so it was explained to me, that it was far better for them to deal with a man who could finance the matter of getting the ties rather than depend on the settlers.

Q. Do you recall about the difference between the price the settler received and the price set by the T. & N. O. Commission?

A. Of course, the difference was my profit; I made anywhere from 5 cents to 15 cents per tie; I would say 10 cents per tie would be an average.

Q. That was in 1924?

A. Yes.

MR. PRICE: Q. When did you have your last contract?

A. 1924 or 1925.

Q. This was a little different contract from what you got this time. This was a contract given at a fixed price?

A. Given at a fixed price. What is the difference?

Q. They are both the same so far as the fixed price is concerned. Do you recollect the value of that contract?

A. The Secretary will give you that.

MR. GLASS: \$8,575.40.

MR. PRICE: Prices were higher at that time.

Examined by MR. ROEBUCK:

Q. I suppose as in the past you are still carrying the financial responsibility of this contract?

A. Yes, sure.

Q. And you are simply purchasing the ties from the man from whom you were contracting, and they were to be delivered in your name to the Railway?

A. Absolutely.

Q. And it is just a small contract, I suppose, as compared with previous years—5,000 ties is a bagatelle to a timber operator, is it not?

A. I thought it was.

Q. You thought it was a mere bagatelle?

A. Yes; I never thought it would be questioned by anyone.

Q. You have been in that country for a great many years?

A. Yes, I have been in North Bay for over 50 years.

Q. And have you been engaged off and on in the timber business during those years?

A. Yes; for some years I was one of the biggest shippers on the T. & N. O. Railway. That year I think I supplied the Grand Trunk Railway with ties and shipped 5,000,000 feet of lumber over the T. & N. O. Railway.

Q. And you have always paid your freight?

A. Yes.

Q. So perhaps you consider yourself a pretty good customer of the T. & N. O. Railway?

A. I thought I was.

Q. And you have dealt with the railroad irrespective of the Government in office?

A. Absolutely. I was the same as I am now, supposed to be a Liberal, and was getting business from the Conservative Government because I was delivering them the goods in a satisfactory way.

Q. You were getting it on your merit as a matter of business just as you are now?

A. Yes.

Q. I see in this statement of "P. McCool" back in 1923—I have already read those figures where you got 29,345 No. 1 and 2 ties out and 2,499 No. 3 ties?

A. Yes.

Q. Had you been dealing with the road prior to that?

A. I could not answer that.

Q. That is as far back as my statements go?

A. I think I was.

Q. Then I noticed in 1924 you got 133,959 No. 1 and 2 ties, and in addition 8,023 No. 3 ties out. That was an order worth handling, I suppose?

A. Yes, that was something.

Q. That was a little different from this little bagatelle of 5,000 ties?

A. Yes.

Q. And I see that you paid the same price as all the rest of the contractors of that time?

A. Yes.

Q. By the way, were there any settlers in that year getting any tie contracts at all direct?

A. I do not think so.

Q. I see no mention in this statement of their getting any tie contracts at all from the Government?

A. I do not think so.

MR. PRICE: That is only in recent years.

HON. MR. ROEBUCK: Q. So in the past am I right in saying that the T. & N. O. Railway got all its ties from the jobbers and the jobbers made a profit, if they could, in buying them from the settlers?

A. Yes.

Q. Is that the condition that prevails now on the T. & N. O. Railroad?

A. I cannot answer that question.

Q. I thought everybody knew that the rule was that a jobber cannot buy from the settler?

A. Cannot buy?

Q. Yes?

A. I do not know what it is now; I know there was no objection in those days.

Q. The way it is arranged now, Mr. McCool, where the settler gets the same price when he sells direct to the T. & N. O. Railway as the jobber gets, it would not be a very profitable business to engage in?

A. No.

Q. Mr. Lang has told us that in addition to getting the same price the settler is not required to peel his ties with the same particularity as the jobber?

A. No, and he does not have to load them.

Q. So it would not be very profitable business under the Liberal method of doing business for the jobber?

A. Certainly not.

Q. He could not make a profit on the settler?

A. No.

Q. But you used to do very well on an average of ten cents per tie?

A. It was satisfactory to me; no kicks.

Q. I see that in 1925 you got 34,429 of No. 1 and No. 2, and 683 of No. 3, or a total of 35,112 ties. That was a pretty good order also?

A. It was a small order, I thought.

Q. Then you went on operating in a big way in the tie business. Did you still continue to do business in the timber line?

A. Up to 1927.

Q. And then did you have some prospects of doing business with this man before you got the contract for the 5,000 ties?

A. Yes; and I did a lot of business with him before.

Q. So that you and he put your heads together about getting a little contract?

A. Yes.

Q. And he lived away up north, I suppose, and you lived right in North Bay where you could handle the business end?

A. Yes.

Q. And so it was not an unreasonable arrangement for him to make to get you, with your experience, to join him and help him in financing the proposition, and the two of you put over an enterprise of the kind?

A. That is right.

Q. And there is nothing unreasonable about that, is there?

A. No.

Q. And when you look at it as dispassionately as you can, did you not give actual service for the small profit which you were going to make on this contract?

A. I thought I did.

Q. You were not getting anything for nothing?

A. No.

Q. Tell me why this arrangement has not been carried out?

A. The only thing I know is that he is not getting the ties.

Q. Has not the price of ties been reduced in the past from the good old Tory days when the profits were good?

A. The price is somewhat less.

MR. PRICE: Q. Was it not a fair price then?

A. Yes.

HON. MR. ROEBUCK: Q. But there was a better profit in it in those days than to-day?

A. I am rather under the impression that the T. & N. O. Railway are not paying the prevailing price; I think they are paying less than the other railroads to-day.

Q. Do you suppose the fact of the price being low at the present moment, and, you think, lower than the other railroads are paying, has any influence on this contractor for ties in not carrying out his contract?

A. No doubt he finds he cannot carry it out.

Q. You are ready to pay him for them whenever he brings them in?

A. Yes.

Q. And you fancy he cannot carry it out at the rate being paid?

A. No.

MR. PRICE: Q. Mr. McCool, back in 1925 conditions were very prosperous—1925 and 1926?

A. Yes.

Q. Different from what we have to-day?

A. Yes, they were better then.

HON. MR. ROEBUCK: Q. Mr. McCool, how much profit will you make on the amount of ties that have been delivered?

A. 480 ties at 5 cents per tie, \$24.

Q. And had you carried out the whole thing, how much would there have been?

A. \$250.

Q. And you would have supplied the finances and done the business and got the contract and paid for the ties, and all the rest of it?

A. Yes.

Q. You told me about the price, that it was lower now than it used to be in the good old days. Has there been any other change besides the price? How about specifications?

A. I think the specifications are higher now than they were.

Q. That is, the tie must be a larger tie?

A. Yes.

Q. Thicker or wider?

A. Yes.

Q. And are they not very particular about the kind of ties they take now?

A. Yes.

Q. They cull them more severely than they did in the old days?

A. Yes.

Q. And the timber in the country is decreasing, so that the selection is more difficult, and notwithstanding that the selection is more difficult the requirement for the tie is more severe?

A. Yes.

Q. And the price is lower?

A. Yes.

Q. So the railroad is doing pretty well for itself?

A. Yes.

MR. CRAIG: All railroads are the same.

HON. MR. ROEBUCK: He does not say that.

MR. CRAIG: I know it.

HON. MR. ROEBUCK: You are not giving evidence.

MR. MACAULAY: You are giving all the evidence here.

HON. MR. ROEBUCK: I have not given any evidence.

MR. MACAULAY: Why, read it. It is a farce! You have made every statement, and all the witness says is "Yes."

HON. MR. ROEBUCK: Is not that proper? It is cross-examination, to begin with.

MR. MACAULAY: Rubbish! Trash!

HON. MR. ROEBUCK: I object, Mr. Chairman, to the honourable member characterizing my proceedings as "rubbish" and "trash" and so forth. That is not parliamentary language. The honourable gentleman will behave himself or leave the Committee.

MR. MACAULAY: You cannot put me out.

HON. MR. ROEBUCK: I am not going to try; you are too big. At the same time, you ought to be better mannered. It is not "rubbish" and it is not "trash."

THE CHAIRMAN: On cross-examination it is fair to suggest the answer.

HON. MR. ROEBUCK: And he has answered every question I have put to him.

MR. MACAULAY: Yes, in the affirmative!

HON. MR. ROEBUCK: Yes.

Q. And are all your answers true?

A. Yes.

HON. MR. ROEBUCK: Do you suggest that I am leading this gentleman? He is not the kind that one leads much.

By MR. MARCEAU:

Q. In the olden days what constituted a No. 2 tie? What was the width of the base and thickness? (No response.)

MR. PRICE: I think that evidence was put in.

MR. MARCEAU: Q. Was it not a six-inch base and six inches thick?

A. Yes, a six-inch base and six inches thick.

Q. What price did you get for a No. 2 tie in those days?

A. 75 cents on that big contract, I think.

Q. Now, to-day, six inches thick and a six-inch base constitute only a No. 3 tie, because a No. 2 tie must have a seven-inch base?

A. Yes.

Q. And in the old days you did not peel?

A. No, did not peel or load.

Q. And now you must peel at an extra cost of 3 cents?

A. Yes, and load.

Q. Therefore the price you are receiving this year of 35 cents compares unfavourably with the 75 cents you formerly received, and in addition to that the ties have to be loaded?

A. Yes.

HON. MR. ROEBUCK: May I point out that in 1924 he got 85 cents for No. 1 and 2, and in 1925 he got 75 cents for No. 2 and 85 cents for No. 1.

MR. MARCEAU: I am speaking of No. 2.

MR. PRICE: The witness says he got the prevailing price at that time.

MR. MARCEAU: What I wish to show to the Committee is that while in those days he got 75 cents for that size of tie unpeeled, to-day he is getting only 35 cents and he must peel them, which costs 3 cents, so he is only getting 32 cents. They were paying 100 per cent more for that tie in those days.

Q. Does the C.P.R. or the C.N.R. take the same specifications as in the old days?

A. I do not know.

MR. MARCEAU: I may say that the C.P.R. and the C.N.R. No. 2 tie has a six-inch base and is six inches thick.

THE CHAIRMAN: You are not under oath and you are not giving evidence.

MR. MARCEAU: What I am pointing out is that the price of the ties this year and last year is much lower than under the late regime.

HON. MR. ROEBUCK: No doubt about that.

MR. PRICE: During the last three years they have adopted the same policy.

By MR. MACAULAY:

Q. When were you appointed Issuer of motor licenses?

A. I commenced my duties on the 3rd September, 1934.

MR. GLASS: You did not appoint him.

MR. MACAULAY: Q. Do you keep an office in North Bay?

A. Yes.

Q. How many licenses do you issue in a year?

A. 2,800.

Q. That includes truck and motor licenses both?

A. Yes, everything.

Q. 2,800 covers them all?

A. Yes.

HON. MR. ROEBUCK: Q. You do not make your living out of these 5,000 ties, do you?

A. It helps a little.

MR. PRICE: Just a little extra.

By MR. W. G. NIXON:

Q. Coming back to the matter of ties, the larger tie being purchased to-day by the T. & N. O. Railway would have a longer life than a smaller tie such as they used to purchase?

A. No doubt it would.

Q. It would be more durable?

A. Yes, they would be better.

Q. Therefore the tie at the price being paid to-day is a better bargain for the T. & N. O. Railway than the tie being purchased years ago when the specifications called for a smaller tie?

A. Yes.

Witness withdrew.

THE CHAIRMAN: The Secretary has handed to me a letter dated Sturgeon Falls, March 30th, 1936, from S. Berard, Provincial Constable at Sturgeon Falls to W. C. Killings, Staff Inspector, Ontario Provincial Police, Toronto, reading as follows:—

“Sturgeon Falls, Ont.,
“March 30th, 1936.

“W. C. Killings,
“Staff Inspector,
“Ontario Provincial Police,
“Toronto, Ont.

“*Service of Subpoena.*

“1. Your memo of March 28th received this date and I beg to advise that I served Mr. Edgar Gagne with the enclosed Subpoena to appear before the Public Accounts Committee on this date.

“2. Mr. Gagne informed me that all his records pertaining to the tie contracts are in a safe at his office at Connaught, Ont., and that it will take him some time to make the trip to that town and return to Toronto with the required records, so I advised him to wire the Committee at once to that effect and see what arrangements they wished to make.

“Trusting that this is satisfactory.

“(Sgd.) S. BERARD,
“Provincial Constable No. 246.”

What is the pleasure of the Committee? I was wondering whether Mr. Lang and his staff had the originals or copies.

MR. GLASS: We have the records, but we want Mr. Gagne here in person. We do not need his records.

HON. MR. ROEBUCK: That is not Gagne but Critchley.

THE SECRETARY: No, Gagne.

As to Critchley, Inspector Killings has just informed me that the Provincial Police have not an officer at Monteith where Critchley lives. The nearest officer is stationed at Matheson, but he is out on the area and could not be reached, so they sent the subpoena to Haileybury, and the officer stationed at Haileybury left Haileybury for Monteith with the subpoena and has not yet returned. In any event, Critchley could not have been served in time to catch the train for Toronto yesterday.

MR. PRICE: What about Mr. Wicks? I might call him.

THE CHAIRMAN: Is it the desire of the Committee that the Secretary telegraph to Mr. Gagne requesting him to come without his records?

MR. PRICE: I think after my friend Mr. Roebuck completes his examination of Mr. Lang there are other contracts that I would like to look at, which you are producing, and we might fix a day to complete the matter.

HON. MR. ROEBUCK: We are so near the end of the session that we have to drive through.

MR. PRICE: I am willing to go on.

HON. MR. ROEBUCK: Have you no more witnesses this morning?

MR. PRICE: No more here, apparently.

THE SECRETARY: As to Mr. Wicks, there is no report. They are trying to find out whether the subpoena was served.

MR. GLASS: The Secretary might be instructed to telegraph to Mr. Gagne to come here without his records.

THE CHAIRMAN: The Secretary will do so.

CHARLES V. GALLAGHER, sworn. Examined by MR. PRICE:

Q. Mr. Gallagher, I do not see your name in this list as having a tie contract?

A. I did not look at the list, but it should not be there.

Q. You have not any tie contract?

A. No, sir.

Q. Had you any contract assigned to you?

A. No, sir.

Q. Had you, in any previous years?

A. Never at any time.

MR. PRICE: Mr. Chairman, I stated that Mr. Gallagher had a tie contract. He says positively that he had not, and I will accept his word that he had not. I was misinformed.

By HON. MR. ROEBUCK:

Q. Mr. Gallagher, you have been a resident of the North for a number of years?

A. Yes.

Q. How long have you been up there?

A. 25 or 26 years.

Q. And you are very widely known through that country are you not?

A. I think so.

Q. And you have been appointed a Commissioner of the T. & N. O. Railway?

A. I was vice-chairman for a short while.

Q. You were appointed a Commissioner?

A. Yes.

Q. When did you get your appointment?

A. I am not sure; I think it was in October of last year—no, a year ago, in 1934.

Q. October, 1934?

A. Yes.

Q. How long did you retain that position as Commissioner of the Temiskaming & Northern Ontario Railway?

A. I think until May of the following year.

Q. Have you been connected with the railroad in an official capacity since May of last year?

A. No.

Q. But you have been, however, a Commissioner of the railroad?

A. Yes.

Q. And while you were a Commissioner did you do any business with the road?

A. Well, I met with the other Commissioners.

Q. But you did not take contracts from them?

A. Oh, no.

Q. That would be a highly improper procedure on your part?

A. Decidedly so.

THE CHAIRMAN: Mr. Attendant, kindly ask the gentlemen in the hall to move away from the door.

HON. MR. ROEBUCK: Q. I have the record of the statement made in the House by my honourable friend Mr. Price, which reads like this:—

“The Temiskaming and Northern Ontario Railway had for a number of years purchased railway ties from settlers at a price which was fixed by the Commission. This meant that the settler got the advantage of any price that was fixed and there were no middlemen.”

These were the good old days when there were no middlemen! Then, continuing:

“This year I am informed that the T. & N. O. Commission awarded contracts for 80,000 ties in sixteen contracts of 5,000 ties each, and that these contracts have been awarded to certain supporters of the Government without tender. I have not got all the names but a few of them will do . . .”

Then my friend enumerates the names including Mr. McCool, Mr. Critchley, Mr. Clem Sharp and Mr. Charles V. Gallagher of South Porcupine.

Q. Are you the Charles V. Gallagher of South Porcupine?

A. That is my name; that is where I live.

Q. This charge was made in the Legislature of the Province of Ontario. Was it true?

A. Decidedly not.

Q. Is there any foundation whatsoever for it?

A. Not that I know of.

Q. Neither colour of truth nor actual truth?

A. Not an iota of truth.

HON. MR. ROEBUCK: My friend says he was misinformed once again.

Witness withdrew.

W. CLEMENT SHARP, sworn. Examined by MR. PRICE:

Q. Mr. Sharp, you have a contract with the T. & N. O. Railway Commission?

A. Yes.

Q. For how many ties?

A. 4,000.

Q. Contract dated November 14th, 1935, for 4,000 ties. Where are you employed at present?

A. At the Hollinger Mine.

Q. Have you made any arrangements to take out these 4,000 ties?

A. Well, I had arrangements made. At the time I took the contract I had in view a number of contracts which I would get and then apply to the T. & N. O. Commission for 15,000 to 20,000. I hoped, if I got that, to leave the Hollinger and resume operations again.

HON. MR. ROEBUCK: Speak louder, Mr. Sharp. The Committee want to hear you to the very back of the hall.

WITNESS: But the other contracts did not materialize, and when they fell down I arranged to buy the ties elsewhere.

MR. PRICE: Q. Where did you make that arrangement?

A. With the Feldman Timber Company.

Q. Mr. Lang has said that you had been in the lumber business years ago?

A. Yes, I had been in the lumber business for about fifteen years.

Q. But for the last two or three years you have not?

A. No; 1933 and 1934 were the last years.

Q. And you made application for this contract?

A. Yes.

Q. And you saw Mr. Lang about it?

A. Yes, I think I saw Mr. Lang.

Q. I think Mr. Lang said you saw him. And this 4,000 tie contract was awarded to you. That was last November. You had not any timber limits yourself?

A. No.

Q. And when you got the contract I presume you intended either to purchase ties or assign it to somebody?

A. I had already made arrangements for stumpage that I could buy before I applied to the T. & N. O. Commission for a contract at all; I knew where I could get the timber.

Q. That is, get the stumpage?

A. Yes. If I had got large enough contracts I would have put in a camp.

HON. MR. ROEBUCK: Q. By "stumpage" you mean a place where you would cut these ties?

A. Yes.

MR. PRICE: Q. You got a 4,000 tie contract and then you did not go in to the woods to take them out yourself?

A. No.

MR. MACAULAY: Q. What is the date of the contract?

MR. PRICE: 14th November, 1935. Some contracts are made in the fall and right up to January.

Q. With whom have you made arrangements now?

A. I had arranged with the Feldman Timber Company of Schumacher.

Q. I see they have a contract herefor 4,000 ties?

A. When he saw notice of this investigation coming up he came to me and said he would rather not fill my contract. He had not cut any ties on it, and would rather not have anything to do with it.

Q. Did you sign any agreement with him?

A. No.

Q. You did not notify the Commission that you were making arrangements with him?

A. No.

Q. When did you make that arrangement with him?

A. Some time late in December. As a matter of fact, it was after Christmas, between Christmas and New Year's.

THE CHAIRMAN: Q. That is a good time in which to make a contract, is it not?

A. It is all right.

MR. PRICE: Q. Did you have it in writing?

A. No, a verbal agreement.

Q. What was the financial basis of that verbal arrangement, that if he took out 4,000—how much were you getting for your contract?

A. I was making between nine and ten cents apiece.

Q. That would be \$360 to \$400?

A. Yes.

Q. These are all small contracts, of course?

A. Yes.

Q. And if that had been carried out with Mr. Feldman would you have notified the Railway and would Mr. Feldman have delivered these ties wherever they wanted them delivered?

A. No, not necessarily, sir.

Q. What would you have done about it?

A. I would have paid Mr. Feldman.

Q. And notified the Railway?

A. Notified the Railway where to come and scale the ties. As a matter of fact, I think I did notify them.

Q. I do not see any notification on file?

A. Yes, I think there is a letter.

Q. I mean about the assignment?

A. No.

THE CHAIRMAN: Q. What do you mean by "scaling" ties?

A. Measured, counted, culled, inspected.

MR. GLASS: Classified and examined.

MR. PRICE: For record purposes I will read this letter:—

“Box 779, Timmins,
“February 24th, 1936.

“Temiskaming & Northern Ontario Railway,
“North Bay, Ont.

“*Attention Mr. Alford*

“Dear Sirs:

“The ties I am cutting will all be delivered on sidings in Timmins.

“Yours truly,

“(Sgd.) W. C. SHARP.”

Q. That is correct?

A. Yes.

Q. That was on the 24th February, 1936. Had Mr. Feldman started on them at that time?

A. I could not say. Apparently not, because he told me the week before last that he had not cut any ties.

Q. But this is where he said to you the ties would be located?

A. Yes.

Q. And you notified the T. & N. O. Commission, having made the arrangement with Feldman?

A. Yes.

MR. MACAULAY: When were they to be delivered according to the contract?

MR. PRICE: I will look that up.

MR. GLASS: Whenever convenient, I think it says.

MR. PRICE: Here is the clause:

“7. Subject to conditions precedent and all other conditions herein contained, the Commission will, on the Purchasing Agent and Storekeeper's written certificate, make an advance of an amount not exceeding 45 cents (forty-five cents) per tie on such No. 1 and No. 2 ties as covered by this contract, when piled at Siding Tracks of the Commission to the satisfaction of the Inspector representing the Commission, until such time as contract has been duly completed when a final inspection and payment will be made.”

MR. GLASS: No, Clause 5 governs:—

“5. Delivery of all ties as covered herein to be made F.O.B. cars, tracks of the Commission, as above during 1936, where and when required by the Commission.”

MR. PRICE: That is the point.

Q. Then there is a memorandum on this contract in red pencil: “Assigned to Canadian Bank of Commerce, Schumacher”?

A. I assigned the money due to the bank for financial purposes.

Q. The shape of this contract now is that you are going to do what about it?

A. I will try to fill the contract if it is agreeable to the T. & N. O. Commission.

Q. My information is that you had assigned the contract to Feldman?

A. No.

Q. And I presume that is the situation as it stood—you are getting Feldman to do it for you? (No response.)

By HON. MR. ROEBUCK:

Q. You, too, have been a resident, have you not, of that particular country along the line of the T. & N. O. Railway for a good many years?

A. Yes, since 1897.

Q. That is a long time ago. Where did you live?

A. Most of the time in New Liskeard, and for the last ten or twelve years along between Porquis Junction and Timmins.

Q. You are a son of Professor Sharp?

A. Yes.

Q. A highly respected settler of the New Liskeard district? (No response.)

Q. You have been engaged, I think you have intimated to us, in the timber business?

A. Yes.

Q. For a great many years?

A. I have been connected with timbering since 1906 or 1908—not continuously.

Q. And I suppose in that time you have done some business with the T. & N. O. Railway?

A. A great deal. For the last eight or nine years we have shipped from 500 to 1,000 cars of wood per year over the T. & N. O. Railway.

Q. And you always paid your freight?

A. I think so.

Q. So you were a pretty good customer?

A. I thought so.

MR. CRAIG: Did you ever hear of any man who did not pay his freight to a railway?

HON. MR. ROEBUCK: Yes.

Q. I suppose you may consider your record of the past as that of a good customer of the T. & N. O. Railway?

A. I think so.

Q. I presume in the course of the lumbering operations to which you refer you have employed a good many men?

A. Yes.

Q. Which has resulted in the expenditure of a very large amount of money in that country which is served by the T. & N. O. Railway?

A. Yes.

Q. You were in partnership with whom?

A. Louis Silver.

Q. And you ran into some financial difficulties a year or so ago?

A. Yes.

Q. There was no bankruptcy or anything of that kind?

A. Not so far as I was concerned.

Q. Was there any declaration of bankruptcy?

A. Mr. Silver went into bankruptcy.

Q. But you ran into some financial difficulties and your associations with Silver came to an end?

A. Yes.

Q. And then you took some odd employment in the meantime until you could get yourself back on your feet?

A. Yes.

Q. But your object is to get back into the lumbering, tie and timber business?

A. Yes.

Q. Who did you interview when you went, in the course of that endeavour, to the T. & N. O. Railway Commission?

A. I saw Mr. Lang.

Q. And Mr. Lang knew your history?

A. Yes, close on twenty years.

Q. He knew you were an actual timber operator for a great many years?

A. Yes.

Q. Not just a man who takes a timber contract and then goes and farms it out. He knew you were an operator?

A. Yes.

Q. You have never been known as a speculator in timber?

A. No.

Q. Did Mr. Lang know that you had prospects of getting some timber contract which, together with the tie contract, would make an operation?

A. Yes.

Q. The tie contract alone would not make an operation?

A. 4,000 ties? No.

Q. You could not build camps and get equipment and start up an operation for 4,000 ties?

A. No.

Q. But if you got some timber along with it so that you could cut both at the same time, that would justify financing it?

A. Yes.

Q. Did Mr. Lang know that that was your plan?

A. Absolutely.

Q. What you intended to do?

A. Yes.

Q. Mr. Lang had no thought at the time, so far as you know from any information you gave him or anything from which he could draw such a deduction, that you were merely speculating in the contract?

A. He knew very well that I intended to operate.

Q. And you did intend to operate at that time?

A. Yes.

Q. But for some reason your timber sales have not taken place?

A. That was it.

Q. And so for that reason it is difficult for you to go into the bush and cut these ties yourself?

A. Yes.

Q. And naturally in that case you look around to fill the contract, if it is right and proper and convenient to do so?

A. Yes.

Q. Now, Mr. Feldman had a contract with the T. & N. O. Railway, did he not, to supply ties?

MR. PRICE: Why don't you give the evidence?

HON. MR. ROEBUCK: My dear fellow, there is nothing wrong with the way I am getting this evidence out.

MR. MACAULAY: I think there is everything wrong with it.

HON. MR. ROEBUCK: If there are any rules that you can quote to the Chairman that show anything wrong with my method of cross-examination you may address the Chairman and I will abide by his ruling.

MR. CRAIG: You seem to know this man's business better than he knows it himself.

HON. MR. ROEBUCK: I have known this man who is now giving evidence for 25 or 30 years, and I know all about the situation. I have lived in that country, which some of you here have not.

THE CHAIRMAN: I might point out to the non-legal members of this Committee that lawyers are supposed to know all about the case before they start to cross-examine a witness. If they do not, they are very stupid lawyers.

HON. MR. ROEBUCK: The trouble is that as soon as I make a point against these honourable gentlemen showing that there is nothing in their attack, they get sore about it.

MR. MACAULAY: You are the great authority on soreness.

HON. MR. ROEBUCK: I see a lot of it in you chaps.

MR. MACAULAY: That is merely an indication of your inner feelings. The Attorney-General should be above imputing motives to others. He says we are sore. How does he know we are sore?

HON. MR. ROEBUCK: By your actions.

MR. MACAULAY: You do not know anything about anybody's actions.

HON. MR. ROEBUCK: I think I am as experienced a counsel as you are.

MR. MACAULAY: You have given all the evidence so far, and all the witness has had to say was "Yes."

THE CHAIRMAN: I think I have pointed out before that it is quite proper in every court where cross-examination takes place to lead the witness. I have no objection to Mr. Price leading a witness in cross-examination. He can lead his own witness, if he wants to, so far as I am concerned.

MR. MACAULAY: Why does not the Attorney-General ask the witness to tell the Committee what he knows about the case?

THE CHAIRMAN: I see nothing wrong with the examination being conducted by the Attorney-General.

MR. PRICE: I was fair to the witness in asking questions, and I think while the Attorney-General has a right in cross-examination to lead if he so desires, it certainly should not be done in this case.

HON. MR. ROEBUCK: I am going to conduct my own case in my own way. I think I know something about how cases are conducted.

Q. You were just telling me that Mr. Lang knew all about your prospective arrangements, and that you intended actually to operate?

A. Yes.

Q. Did you think there was anything improper or even inadvisable in the assignment of the contract if you found it inconvenient to carry it out in the other way?

THE CHAIRMAN: As I understood the witness, it was not assigned.

WITNESS: I would not have hesitated to assign it if it was necessary to fill the contract.

HON. MR. ROEBUCK: Q. But you actually arranged verbally with Mr. Feldman to take out the ties for you?

A. Yes.

Q. And you were going to pay him for taking the ties out?

A. Yes.

Q. Then this statement by Mr. Price was made in the House and was reported in the newspapers?

A. Yes, I saw it in the papers.

Q. Did that give you some impression that there was something wrong with assigning contracts?

A. One would naturally think so.

Q. And so under the circumstances if the transaction is impugned in any way Mr. Feldman and you withdraw?

A. Yes.

Q. To see if it is all right?

A. Yes, that is just how it stands.

Q. If it is all right you may still go through with it?

A. Yes.

Q. If there is anything not in the public interest or improper about it you won't go through with it?

A. No. I will hand the contract back to the T. & N. O. Commission if they want it.

Q. If there is any justifiable criticism of what you propose to do?

A. Yes.

Q. Who would load those ties, Mr. Sharp?

A. The Feldman Timber Company would load them.

Q. And peel them?

A. Yes.

Q. I see on the contract that it is assigned to the bank. What was the purpose of the assignment?

A. That would facilitate my financing.

Q. That is, it is assigned for payment only?

A. Absolutely.

Q. There is no thought of the bank re-transferring it to somebody to take out?

A. No; they could not do that.

Q. It is not an operating assignment?

A. No.

Q. It is assigned as collateral security?

A. That is all.

Witness withdrew.

THE CHAIRMAN: We have just received word that Mr. Critchley will be here to-morrow. Have you any more witnesses, Mr. Price?

MR. PRICE: No.

HON. MR. ROEBUCK: Then I think we had better continue with Mr. Lang.

MALCOLM LANG, recalled.

THE CHAIRMAN: Q. You are already sworn, Mr. Lang?

A. Yes, sir.

Examined by MR. ROEBUCK:

Q. I show you a statement headed: "Temiskaming & Northern Ontario Railway—Statement of Ties Purchased, Fiscal Year 1933-34," and "Fiscal Year 1928-1929 to 1932-1933 incl.," and "Fiscal Year 1923-1924 to 1927-1928 incl." Was that statement prepared in your office?

A. Yes, sir.

Q. And can you vouch for its accuracy, as taken from your books?

A. The Purchasing Agent and his staff prepared it from their records.

Q. So that so far as you know at all events it is a true statement?

A. Yes.

Q. I observe some things here that I want to ask you about. You have lived in this country for a great many years?

A. Yes.

Q. So you are familiar with how things have been carried on?

A. I have lived along the T. & N. O. Railway over since it was under construction.

Q. I see in the year 1923 Mr. McCool got 29,345 ties, Nos. 1 and 2, and 2,499 No. 3 ties, and then there were a number of other operators, but I do not see any sales from settlers?

A. No. In those days the settlers did not get contracts. As Mr. McCool said, he got the contract and he bought his total supply from the settlers during all of those years.

Q. So that in those days it was the system to hand out all the contracts to intermediate or middlemen and they farmed them out to the settlers or bought the ties from the settlers?

A. So far as the ones that were obtained from settlers; there would be some he did not buy from settlers.

Q. But all the settler could sell in those days was what he could get the middleman to take off his hands?

A. Yes.

Q. He could not sell direct to the T. & N. O., as is being done now?

A. No.

Q. And that custom prevailed until what year?

A. 1933-1934, I think; I might be wrong in that. The record will show.

Q. I see in this statement that in 1927 there were some sales by settlers.

THE CHAIRMAN: Q. Purchased from settlers?

A. Yes.

HON. MR. ROEBUCK: Q. 8,189 Nos. 1 and 2 ties and 1,991 No. 3 ties.

MR. GLASS: 10,180 ties all told.

HON. MR. ROEBUCK: Q. And I see the other purchases ran like this: T. S. Woollings Company, \$102,493.72; Cossette & Co., \$1,701.23; C. Marshall, \$312;

E. Boisclair, \$548.91; Pontiac Lumber Company, \$2,445.25, and A. J. Kennedy, M.P.P., \$39,734.50. That is for No. 1 ties alone, so they got a very small share in that year.

MR. GLASS: 360,000 odd.

HON. MR. ROEBUCK: I would like you to verify this, that the settlers were paid 75 cents for No. 1 ties, and here are three contractors who got 80 cents for the ties?

A. That was before my time. The records will show.

Q. These records are no doubt proved?

A. Yes.

Q. And I have observed that the settlers were paid 65 cents for No. 2 ties while three contractors got 70 cents.

THE CHAIRMAN: What year?

HON. MR. ROEBUCK: 1927.

Q. Once again I see settlers got 40 cents for culls and three contractors got 45 cents for culls. That is quite different from your system of buying from settlers, where you give the settler the best of it instead of the worst of it?

A. Yes.

Q. As far as I can see in the records there were no further ties purchased from settlers until the year 1934—no, that is wrong. I have the wrong page. In 1928 and 1929 there were some purchases from settlers, about 50,000 odd, and I observe, still going on, that a settler gets 80 cents and one of the contractors gets 85 cents for No. 1 ties, and for No. 2 ties the settler gets 70 cents and a contractor gets 75 cents. Then the settler gets 35 cents for culls, and one contractor gets 40 cents, so the settlers are still getting the worst of it.

MR. CRAIG: No. The settlers did not have to load the ties, and the contractor did.

HON. MR. ROEBUCK: Q. Is that true?

A. Now we load for the settlers, and other people have to load their own.

Q. But back in those days was there any paternalism of that kind shown to the settlers?

A. Not so far as I know.

MR. GLASS: Apparently not.

THE CHAIRMAN: Mr. McCool gave that evidence.

HON. MR. ROEBUCK: Q. Then in 1930: 80 cents to settlers and 85 cents to every one of the contractors, for No. 1 ties; 70 cents for No. 2 ties to the settlers and 75 cents to every one of the contractors; 35 cents to the settlers for culls and 40 cents to the contractors.

MR. MACAULAY: Q. How were wages in those days, higher than now?

A. What year was that?

HON. MR. ROEBUCK: The last year mentioned was 1930.

MR. PRICE: Near the end of the depression.

HON. MR. ROEBUCK: Q. In 1931 the price to the settlers is 80 cents for No. 1 ties, but the favoured contractors got 85 cents; some of the contractors got 80 cents. As to No. 2 ties, 70 cents to the settlers and some contractors getting 75 cents. Then as to culls, 35 cents to the settlers while the contractors got 40 cents. Then in 1932 the amount is increasing somewhat in the number of ties: 126,000, 128,000, 129,000. In 1932 the settler gets 75 cents for No. 1 ties and all the contractors get 80 cents; for No. 2 ties the settler gets 65 cents and all the contractors get 70 cents; for culls, No. 3 ties, the settler gets 30 cents and all the contractors get 35 cents.

MR. ACRES: It is well known that the contractor has to draw his supplies through a greater distance than the settlers. The contractor goes farther back and has the greater haulage, which anybody knows costs 5 cents more.

HON. MR. ROEBUCK: Q. What do you say?

A. I could hardly agree with that. Most of the contractors are taking out other timber and driving down the streams two or three miles right along the railway, and everything is cut on the siding by the railway and driven down.

MR. PRICE: I suppose it depends on where they are asked to deliver the ties?

A. They would have to be delivered on the railway.

MR. ACRES: It is well known that the settlers living along the railway put in sidings—

HON. MR. ROEBUCK: Q. Mr. Lang, do the settlers live any farther from the railroad in election years than they live in other years? I see in 1933 there is no such disparity shown.

MR. PRICE: That is policy.

MR. GLASS: 1933-1934.

HON. MR. ROEBUCK: Q. I suppose the contractors do not live any nearer to the railroad either in election years than in other years?

A. No.

Q. I see in 1933 the same flat price is paid to the settlers and contractors throughout, 75 cents, 65 cents and 30 cents for the three classifications, to all parties?

A. Yes.

Q. Now, in 1934, there were purchased from the settlers 82,854 No. 1 and 2 ties and 2,493 No. 3's, and the price is also the same?

A. 75 and 65?

Q. No, 72 cents, 62 cents and 30 cents?

A. Yes.

Q. Are these purchases that I have referred to your purchases?

A. No.

Q. This is also purchased by the previous Commission?

A. Yes, that was their last purchase.

Q. That would be just before the vote?

A. Yes.

MR. PRICE: That would be 1933-1934?

MR. GLASS: Yes, the season of 1933-1934.

EXHIBIT No. 2: T. & N. O. Railway Statement of Ties purchased in the fiscal years 1923-1924 to 1927-1928 inclusive; 1928-1929 to 1932-1933 inclusive and 1933-1934 (3 sheets).

HON. MR. ROEBUCK: Q. Then dealing with the tie contractors, my friend Mr. Price referred to the Arrow Land & Logging Company, who got a small quantity of 3,000 ties. They are a new company?

A. A new company up there in operating; they had operated in other places; I think it is their first year operating on timber.

Q. Did you know at the time they entered into this contract that they had their own limits and were proposing to operate?

A. Yes.

Q. Where were they located?

A. They have quite extensive lots of timber all the way from Timmins down towards Kapuskasing, and I have known them to be owners of timber there for a number of years, although not operating it.

Q. But they do own the timber and are timber operators and could take out 3,000 ties along with their operation?

A. Yes.

Q. I suppose it would be a mere bagatelle to them?

A. Yes.

Q. Did you know at the time they entered into this contract that they did their own work?

A. Yes.

Q. And they did not enter into the contract on the basis of speculators?

A. No.

Q. And you did not expect them to sell the contract?

A. No.

Q. And there is no question about them having sold it?

A. No question about it.

Q. Then Thomas Breen of Cheminis?

A. Yes.

Q. I did not know a place of that name when I was in the north country?

A. No, it has come since.

Q. Is Breen one of the Breens who lived north of New Liskeard?

A. No; he went over to the Quebec side. I knew him at Guigge, just across from Haileybury on the Quebec side of Lake Temiskaming. He has been operating at Cheminis now for four or five years.

Q. But he actually operates himself?

A. Yes.

Q. And when he got this contract from you it was on the basis of doing his own operating?

A. Yes.

Q. And I suppose most of the operators who have been up there for a great many years do other things besides taking out ties and timber?

A. Quite a number there.

Q. They are all enterprising people?

A. Lots of people in the lumber business in a small way, and in other places, too.

Q. The lumbering operation usually lasts only part of the season?

A. Yes.

Q. So that in the nature of things anybody who is operating in a small way must necessarily be doing something else. You would not hold it against an operator who came to see you if he were an insurance agent in odd moments?

A. No, sir; although I do not like insurance agents.

Q. Or if he had a store?

A. Yes.

Q. Or even ran a restaurant? That would not matter as long as he took out the ties himself on his own property and sold you good ties and furnished employment?

A. Yes, giving a little assistance to others around.

THE CHAIRMAN: Q. Lumbering is purely seasonal?

A. Small operations are seasonal, of course.

HON. MR. ROEBUCK: Q. You have no knowledge of any assignment by Breen?

A. No, sir.

Q. He is taking them out himself?

A. Yes.

Q. Then S. Black of Kirkland Lake. You gave us hardly any information about him. Where does he come from?

A. He had been in the dairy business in Kirkland Lake and went out of the dairy business two or three years ago and was doing nothing but prospecting for mining claims, and he had some timber on his lots and wanted to do a little work this winter, so I gave him a contract for 1,000 ties. When I knew him he was in the dairy business in Kirkland Lake.

Q. You knew this about him when you gave him the contract, that he had land of his own on which there was timber growing suitable for ties, and that he proposed to operate himself on his own land and cut his own ties?

A. Yes, that is what he informed me, and I think it is correct, because he

was a reputable man in the dairy business, and I am sure he was not selling me anything that would not be true. He just wanted a little bit to help him along.

Q. And there is no evidence of any assignment on his part, or that he is not taking them out himself?

A. No.

Q. Do you know if he has delivered any yet?

A. No.

Q. With regard to J. Bourget of Haileybury, he is the man whom you say had eleven children?

A. Yes.

Q. And he took two neighbours with him?

A. Yes.

Q. He took them all down to some property. Does he own the property?

A. When he first came to me he had just procured it. An employee sent him up from Haileybury to see me, and he had to find out where the timber was and had to procure it. I told him to go to Paddy Macdonald, the Crown Timber Agent, and possibly to Mr. Nixon, to give him assistance in getting the right to cut the timber.

Q. So they fixed him up with some stumpage?

A. Yes.

Q. And then he and his two neighbours started off with their equipment and are now cutting the ties?

A. Yes, and also his fifteen year old boy.

Q. A family proposition?

A. Yes.

Q. Have you any regrets about helping him out in that way?

A. No; I am always glad to keep a family off relief. He is an overseas man and a good worker, but he was up against it for something to do to keep his family eating.

Q. As a matter of policy do you think it is the thing for you to do, to assist these people in that country whenever you get the chance?

A. I do, sir.

Q. With regard to Critchley, he got 5,000 ties. There is some suggestion that he assigned them to A. E. Wicks?

A. Yes.

Q. But you do not know anything about that?

A. No.

Q. Critchley had been in this timber business previously—

MR. PRICE: No, not this man.

WITNESS: Yes, he has been in and out of it in a small way since they were boys.

HON. MR. ROEBUCK: Q. They all lived at Monteith?

A. Yes, and as they grew up they all had something to do with timber operations. This man worked for the Abitibi Company until he was badly crippled in an accident, and he is in the insurance business and buys timber when he sees a chance.

Q. One of the boys owns the mill?

A. A brother.

Q. And you say you gave them both contracts?

A. No, just the one; I did not give the other a contract. They both came to see me together wanting a tie contract, and I gave one contract.

Q. Only 5,000 ties?

A. Yes.

Q. And so far as you know they are proposing to cut it themselves?

A. I have no information to the contrary.

Q. There is, however, reason to suppose they are going to?

A. Yes. The information they gave me when asking for the contract satisfied me that they had timber available.

Q. You know they had the stumpage?

A. They told me they had timber available and were going to get into operation.

Q. And you knew they had facilities for operation, including a sawmill?

A. Yes, the brother's.

MR. PRICE: Q. The brother was in the lumber business but P. H. Critchley was not?

A. He has been, to my knowledge, from time to time.

Q. But he was not at that time?

A. He approached me anyway, saying he was going into business and would take off the ties, and it would provide work for some of the settlers who had nothing else to do around there.

MR. W. G. NIXON: They have been in the lumber business for years.

HON. MR. ROEBUCK: Q. Do you know whether they had sold ties in previous years to the T. & N. O. Railway Commission?

A. I have not looked up that record. As a matter of fact, Critchley had been associated with Mr. Wicks in the timber business, the man who it is suggested he assigned his contract to, in the Hawk Lake Lumber Company for a number of years throughout the north country.

Q. Did that company sell ties to the T. & N. O. Railway?

A. Yes.

Q. So he is an old dealer with the T. & N. O. Then reference was made to the Fesserton Timber Company, Limited. Have they been customers of the T. & N. O. Railway?

A. Yes, for years; and they ceased operation and are starting up this year at Timmins on their own limits.

Q. So you have every reason to suppose they were going to operate themselves?

A. Yes; I know they were operating and taking out a cut through which the T. & N. O. Railway will benefit.

Q. The Feldman Timber Company are an old concern in that country?

A. Yes.

Q. Have they done business with the T. & N. O. Railway on previous occasions?

A. Yes.

Q. Are they in the statement (Exhibit 2)?

A. You will find them in there sometimes as high as 50,000 ties a year.

Q. Here they are in 1933 with 15,075 ties, and here they are in 1930 with nearly 79,000, and here they are in 1934 with 5,000 ties.

MR. GLASS: And in 1927, 25,000.

HON. MR. ROEBUCK: Yes.

Q. That may not be all, but it is enough to show that they have been continuously selling ties to the T. & N. O. Railway over a number of years and in very considerable quantities?

A. Yes.

Q. You told me, Mr. Lang, that they have their own stumpage?

A. Yes.

Q. And their own equipment for taking out ties and timber?

A. Yes, they are lumber operators in a big way.

Q. And they are customers in the matter of shipment of timber on the T. & N. O. Railway?

A. Yes, they shipped a lot of timber.

Q. Then Sylvester Kennedy of South Porcupine.

THE CHAIRMAN: Mr. Roebuck, it is now one o'clock and we have another meeting at one-thirty.

HON. MR. ROEBUCK: Then let us adjourn until ten o'clock to-morrow morning.

Witness stood aside.

Whereupon the Committee adjourned at 1.00 o'clock p.m. until 10.00 o'clock a.m. on Wednesday, April 1st, A.D. 1936.

SEVENTH SITTING

Parliament Buildings, Toronto,
Wednesday, April 1st, 1936, at 10.00 a.m.

THE CHAIRMAN: Will the Secretary please call the Roll?

The Secretary called the Roll of Members of the Committee.

THE CHAIRMAN: Gentlemen, the Secretary reports to me that Mr. Critchley told the Provincial Police that he did not have funds, and when they offered to loan him funds he refused and said he would borrow from somebody else.

MR. PRICE: Does he not get conduct money?

THE CHAIRMAN: The Provincial Police offered to give it to him but he refused to accept it.

HON. MR. ROEBUCK: Who is that, Mr. Critchley?

THE CHAIRMAN: Yes. And then he wired Mr. Lang that he would be here to-morrow morning.

HON. MR. ROEBUCK: This reads:—

“Received summons to appear in Toronto. Will arrive Prince George Hotel, Thursday morning on No. 46.”

MR. PRICE: Who is that from?

HON. MR. ROEBUCK: P. H. Critchley. That was the telegram he sent to Mr. Lang.

THE CHAIRMAN: Is he the only one you wanted?

MR. PRICE: Critchley and Wicks. I asked Mr. Lang whether he knew of the turning over of that contract to A. E. Wicks & Company as I thought he knew and could say.

MALCOLM LANG, resumed the Stand.

WITNESS: I do not know officially.

MR. PRICE: Then I need not bother. I presume it is much like the Silver contract. If you can ascertain that, and if you admit that, that would be all.

WITNESS: I can get in touch with him by telephone if that is the proper thing to do.

MR. PRICE: This is one of the cases that was brought to my attention; that P. H. Critchley got the contract and assigned it or made some arrangement with Wicks to carry it out, and I think received \$500.

WITNESS: I can get that information if that is useful.

MR. PRICE: I am told that there is a note, or two notes, or something like that, due in June. If that information comes, that is all I can prove.

HON. MR. ROEBUCK: Critchley has been summoned and he is going to be here. We had better take him to-morrow morning.

MR. PRICE: That is all right. I want Wicks here too.

HON. MR. ROEBUCK: He will be here to-morrow morning.

THE CHAIRMAN: Are you ready to proceed, Mr. Roebuck?

HON. MR. ROEBUCK: Yes.

Q. Mr. Lang, we were running over some of these names of persons who have been mentioned as having received tie contracts, and with regard to S. Kennedy of South Porcupine, who received a contract for 2,000 ties, it has been brought out that he once ran a general store; whether he is running it now or not, I do not know.

A. He is not. He has not been for twenty years.

Q. For twenty years?

A. No.

Q. He had also been the Crown Timber Agent under the former Administration?

A. Worked under the Crown Timber Agent up there as scaler and inspector in the woods, working under the Crown Timber Agent at Timmins.

Q. Under the former Administration?

A. Yes.

Q. So he no doubt knew the lumber business very thoroughly?

A. He has been in the lumber business all his life with the exception of the time he ran the general store in South Porcupine, prior to that and since.

Q. You told me he had stumpage?

A. He had acquired stumpage early in the year and came to me and was going to start operations.

Q. Did he tell you that he was going to start an operation himself?

A. He told me that he was, yes.

Q. So that he was not purchasing on the basis of merely speculating on the contract?

A. No.

Q. But rather for the purpose of starting his own operation?

A. Yes.

Q. And it was on that basis that he got his contract?

A. Yes.

Q. You have no knowledge that he has assigned it?

A. No, sir.

Q. Your expectation now is that he is going on to work his own limits?

A. Yes. That is the impression he gave me.

MR. PRICE: Q. Have there been any advances to him?

A. No, sir.

HON. MR. ROEBUCK: Q. Has he delivered any ties yet?

A. No, sir.

Q. Leduc & Son of Ramore got a contract of only 2,000 ties?

A. Yes, sir.

Q. Have they been in that country a long time?

A. Yes, sir.

Q. And when you let this contract to them did they have stumpage of their own?

A. Yes, sir.

Q. Also a sawmill?

A. A little sawmill and timber, yes, sir, right near Ramore.

Q. Do they run a farm as well?

A. When he came up there he was one of the early settlers around Ramore, and he has been there since with a sawmill.

Q. It is just a small sawmill, is it?

A. Yes, sir.

MR. W. G. NIXON: He has had that mill there for twenty years.

WITNESS: He has a little electric power development there.

HON. MR. ROEBUCK: Q. Would he trim the ties in that particular mill?

A. Yes, sir.

Q. Off his own land?

A. Yes, sir.

Q. And so far as you know he is going on with the operation that he led you to believe was in progress?

A. Yes, sir.

Q. So far as you know, he has not assigned the contract?

A. No, sir.

Q. No reason to do so?

A. No, sir.

Q. Has he delivered any ties?

A. Not yet, sir.

Q. But you expect him to go on and deliver this small consignment of ties?

A. Oh, yes, sir.

Q. Next is Donald McRae. Very little was said about him.

MR. PRICE: I did not raise any objection.

HON. MR. ROEBUCK: No objection to Donald McRae.

Q. Well, he got a contract for 5,000 ties, and he is an old resident of the country and engaged in the timber business all his life?

A. Yes, sir.

Q. So far as you know, is he getting out his own ties from his own limit?

A. Yes, sir.

Q. Pat McCool has told his own story. He is a man who got tie contracts under both Governments?

A. Yes, sir.

Q. For many years in the past and in large amounts?

A. Yes, sir.

Q. He now got a 5,000 contract?

A. Yes, sir.

Q. He has actually delivered a part of it in association with some other person?

A. He said so yesterday in his evidence.

MR. PRICE: He has not delivered any yet.

WITNESS: He expected delivery.

HON. MR. ROEBUCK: Q. There seems to be 480 ties actually delivered?

A. That is right, yes, sir.

Q. On which Mr. McCool informed us he made a profit of \$24.00.

MR. PRICE: Five cents a tie.

WITNESS: Five cents a tie.

HON. MR. ROEBUCK: Q. McIntaggart of Kirkland Lake is next, with a little contract of 2,000 ties. He had been a prospector?

A. Yes, sir.

Q. And formerly worked for the Crown Timber Agent?

A. So I understand. He told me so.

Q. Would that be under the former Administration?

A. Yes, sir.

Q. What was the understanding between him and yourself when he got this contract?

A. He had timber on mining claims of his and he wanted to get this little work in order to keep living this winter until the season opened again for prospecting.

Q. He was going to operate himself?

A. Yes, sir.

Q. And has not assigned it so far as you know?

A. No, sir.

Q. Has he delivered as yet?

A. No, sir.

Q. Do you still expect that he will deliver from his own stumpage?

A. Yes, sir.

Q. The McElroy Timber Company of Kirkland Lake, with a contract of 4,000 ties, you say, was named after McElroy Township?

A. Yes, sir.

Q. Where the company owns certain limits?

A. Yes.

Q. And are operators?

A. They just formed a company and procured that timber, I think, within the last year or two. They formed the company and are operating this winter.

Q. They are operating?

A. Yes; so they told me. I have every reason to believe that that is correct.

Q. And the ties they will deliver will be off their own limit?

A. Yes.

Q. Cut by themselves?

A. Yes.

Q. Trimmed and peeled and everything else, by themselves?

A. Yes.

MR. BAIRD: The Attorney-General is asking leading questions.

HON. MR. ROEBUCK: Who is asking these questions? I have had a lot of advice from the Opposition as to how I should ask the questions, but I am capable of deciding how I should ask them.

MR. BAIRD: I think the witness should be asked questions.

THE CHAIRMAN: The witness does not need to agree.

MR. BAIRD: The Attorney-General's questions suggest the answers.

THE CHAIRMAN: It would take an interminable length of time otherwise.

MR. BAIRD: The Attorney-General should ask, "Do these people prepare the ties?" The Attorney-General says, "These people prepare the ties?" And the witness answers, "Yes."

THE CHAIRMAN: How would you ask it?

MR. BAIRD: I would say, "Do they?"

MR. ELLIS: I think, Mr. Baird, that perhaps the Attorney-General is occasionally leading—just occasionally.

HON. MR. ROEBUCK: We had this point raised yesterday. Of course I am leading, and I am within my rights in doing so.

MR. ELLIS: I rather think so.

HON. MR. ROEBUCK: Furthermore, expedition demands that I do so.

MR. ELLIS: I do it myself.

THE CHAIRMAN: It is quite in order, as Mr. Baird knows, as a good, sound lawyer.

HON. MR. ROEBUCK: Q. The next is Wm. Pollock & Son, Limited, of Englehart, with a contract of 4,000 ties. There was very little said about this company in the examination-in-chief. Who are they?

A. They have been for many years in the lumber business at Englehart, having a mill and supplying lumber all along the line. They are good customers of the T. & N. O. Railway, and have had a good lumber operation for the last fifteen or twenty years. They are still there operating.

Q. Are they operating their own limits?

A. Yes, sir.

Q. Have they delivered as yet?

A. No, sir.

Q. You have no knowledge of an assignment of their contract?

A. No, sir.

Q. No reason to suppose they are not going to operate their own limits and deliver ties from their own property as you were given to understand in the first instance?

A. No, sir.

Q. Now, Rudolph & McChesney Lumber Co. Is that McChesney one of the family of McChesneys from New Liskeard?

A. Yes, sir.

Q. Who have been there from the very early days in the country's history?

A. Yes, sir.

Q. A son of Sam McChesney?

A. It is old Sam himself.

Q. Sam himself?

A. Yes, sir.

Q. I am glad to know that Sam is still active.

A. Yes, sir. He is getting quite old. His partner, Rudolph, is a much younger man.

MR. BAIRD: Is he still voting Liberal?

HON. MR. ROEBUCK: I cannot just remember whether he voted Liberal or not. I think they are Liberals.

MR. PRICE: Why bring that up? I did not ask any questions about politics.

HON. MR. ROEBUCK: I have not asked any either. It is perfectly obvious that many of these men are Conservatives who supplied timber under the former Administration. There may be a Liberal in amongst them.

MR. PRICE: I am advised that most of them are Liberals, but what is the use of bothering with that?

HON. MR. ROEBUCK: I am glad that at least a Liberal is able to sell something to the Administration. In my days, if a man was a Liberal, he was de-citizenized and could do no business with any Department of the Government. He could not even get a job on the roads. I have known Liberal supporters to have their teams in the stables while others were out working.

MR. PRICE: This is not evidence, is it?

HON. MR. ROEBUCK: Just as good evidence as what my friend was giving. I have known Liberals to have their teams in the stable while their neighbours were out working on the road, these men being unable to get a contract because they were supporting the Opposition Government of those days. There is no reason to throw a slur at a Liberal to-day, who, at least, can get a little bit of Government business.

MR. PRICE: I am not objecting.

THE CHAIRMAN: I do not think there should be any slurs cast, Mr. Roebuck.

HON. MR. ROEBUCK: Rudolph & McChesney have been in the timber business for years?

A. Yes, sir.

Q. Both of them?

A. Mr. Rudolph became the partner of Mr. McChesney some ten or eleven

years ago in lumber operations at Timmins, and they have been pursuing that business there since with the exception of the period of the depression, when they did not operate, but they started operations again last year and are operating this year.

Q. So that during those years they have been customers of the Railway?

A. Good customers of the T. & N. O. Railway with their lumber operations.

Q. They have a limit of their own?

A. Yes, sir.

Q. Did you have any understanding with them with regard to where the ties were to come from?

A. We know that they come from their limit. They come right down to the river and are delivered by them. They have been doing business in ties with the T. & N. O. Railway for years.

Q. They are a bona fide company?

A. Yes, sir.

Q. And have not assigned their contract, as far as you know?

A. No, sir.

Q. And you have every reason to suppose that they are taking the ties off their own grounds?

A. Yes.

Q. With regard to the man, Silver, who got a contract in his wife's name for 2,000 ties, you told us he was in partnership with Sharp?

A. Yes, sir.

Q. And they ran into certain financial difficulties?

A. Yes, sir.

Q. Mr. Sharp has said that Silver went into bankruptcy?

A. Yes.

Q. This is not the first contract that Silver got?

A. No, sir.

Q. He had had contracts under the previous Administration?

A. Yes, he had had some, not in the large class, but he had some contracts.

MR. GLASS: 10,500.

HON. MR. ROEBUCK: The records show the figure was 10,500.

WITNESS: That is some years back. I know he had some contracts.

MR. GLASS: In 1933 he had 5,173 ties, and in 1934, 5,312.

HON. MR. ROEBUCK: Q. When he got this contract from you, was there any understanding with regard to where he was going to get the ties to fulfil the contract?

A. No, sir; he was expecting to get into an operation himself for ties and get back in business just the same as Mr. Sharp. That was my understanding.

Q. The two were in about the same class?

A. Yes, sir. I was giving him a little assistance to help. He had some mine timber, and they were getting back into operation. Mr. Silver was in the same position as Mr. Sharp.

Q. The 2,000 tie contract, of course, would not justify an operation?

A. No, no.

Q. But it would help out, I suppose, on the mining end of it?

A. Every little bit added helps. A little bit from the others will get you started in an operation.

Q. So this was a little foundation around which these men might build to get themselves back into business and make a living for themselves?

A. Yes, sir.

Q. Do you know what actually followed after he got his contract from you?

A. No, sir, with the exception that they have asked for an assignment of the contract.

Q. Which has not yet been granted?

A. It has not been granted, but the request is filed there.

MR. PRICE: Q. Do you know how much Mrs. Silver got on the assignment?

A. No, I do not.

HON. MR. ROEBUCK: Q. Rudolph & McChesney got 4,000 and Silver got 2,000. If Silver assigns his contract to Rudolph & McChesney, the total amount of the Rudolph & McChesney contract would be 6,000 ties?

A. Yes, sir.

Q. Would that be an amount in any way unreasonable in view of the size of that company's operations in the past and present?

A. No, it would be a very small amount. It would not amount to much in their operations. It would be just something for them to have.

Q. So there would be no particular objection?

A. No, sir, no objection at all. I do not think it has ever been refused. They have a contract, as we learned yesterday, and those contracts are assignable.

Q. You heard the evidence of Mr. Sharp?

A. Yes, sir.

Q. And do you corroborate that, so far as it is within your own knowledge?

A. Yes.

Q. Did you expect him to get a contract as he told you he would?

A. Yes, sir.

Q. And then you expected, when he got this contract, that he was going into business for himself?

A. Yes, sir.

Q. And would supply the ties from his own operation?

A. Yes, sir.

Q. Then Wilfred Simon and Eugene Simon, the first of Engelhart, and the second of Krugerdorf, got a 2,000-tie contract?

A. I think one of them has four or five thousand, and the other two thousand.

Q. Eugene got 2,000, and other, you say, got 5,000?

A. That is what I thought.

Q. According to the list, he got 5,000. They have been in business in that community for years?

A. They have lived there for years and have a little sawmill there. They take out timber and sell what they can to the mines. They are small operators there around that community, and have a little mill which has been there for years.

Q. When you gave them the contract, did you understand they were going to fill it from their own limits?

A. Yes, sir.

Q. Is that your understanding now?

A. Yes, sir.

Q. T. S. Woollings & Co., Ltd., of Connaught, had a contract for 8,000 ties?

A. Yes, sir.

Q. Are the Woollings people in a different position?

MR. PRICE: I did not object to them.

HON. MR. ROEBUCK: Q. Are they in a different position from the other contractors?

A. Yes, sir.

Q. In what respect?

A. In this respect, that they are pulpwood operators, and they are operating in a township down at the south of Nighthawk Lake. That is a T. & N. O. timber township that the railway got from the Government, I think, back in 1916. It has a big stand of jackpine on it, and they wanted it as a protection for themselves so that they would not run out of tie timber if the supply of jackpine from other operators should run short. There is also spruce on it, and Woollings started taking spruce off it. He has connections with an American company, and they have been doing business, and all through the years of depression they never ceased. They shipped 30,000 cords of wood, approximately, each year through all the years of the depression from that limit. He also has a rossing plant to ross the pulpwood. He needs fuel to run the rossing plant, and the minimum amount of ties that would give him roughage enough for fuel for rossing 30,000 cords of pulpwood is 8,000 ties. He thinks he should get more. He says he always runs short. We were very anxious to get that business going, because we get about \$2.75 a cord for our haulage on the T. & N. O. for those cords.

Q. So that it was in the public interest, was it not, that he should have that contract, and there is no thought of any assignment of it?

A. No, sir.

Q. We have gone over the whole list of those mentioned. Do you find 16 operators with contracts of 5,000 each?

A. No, sir.

Q. How many operators do you find with contracts of 5,000?

A. Four, sir.

Q. The 5,000-men being: P. H. Critchley, Donald McRae, P. McCool and Wilfred Simon?

A. Yes, sir.

Q. Now that is all?

MR. PRICE: There is one with more than that.

HON. MR. ROEBUCK: I have a letter dated at Kirkland Lake, Ontario, January 21st, 1935, from the Kirkland Lake Lumber Company, Limited, to G. B. Alford, the Purchasing Agent of the T. & N. O. Railway, which I shall read:

"Replying to your letter of January 7th. We would be very glad to get this contract for three thousand ties. However, we note that you have cut the price from 72 cents to 70 cents on No. 1 ties and from 62 cents to 60 cents on No. 2, and have raised the price on No. 3. We have always tried to not have any more No. 3 than was necessary when sawing our ties. Therefore, the raise in No. 3 would be no advantage to us and the reduction on the price of No. 1 and No. 2 ties would amount to quite a little.

"We also note what you say with regards to peeling ties. Does this mean you would want all ties peeled as well as sawing them for the same price? If so, this would be altogether out of the question, and we would not care to take a contract for peeled ties at this price.

"Kindly let us know if this is what is meant, as we would like to take this matter up with Mr. Lang later on and find out what the reason would be for this change in the manufacture of ties. As you know, wages are quite a lot higher this winter in the bush, and we therefore cannot see why there should be a reduction in price, as it looks as if the Government were taking it from both ends in asking for a raise in wages for men working in the bush, and then reducing their price to us for ties. We would be glad to hear from you at the earliest convenience re this matter."

I will either put in the original or a copy, Mr. Chairman.

THE CHAIRMAN: Have you any objection to the copy being filed, Mr. Price?

MR. PRICE: No.

HON. MR. ROEBUCK: It looks exactly the same to me, with the signature, heading and everything else.

EXHIBIT No. 3: Letter dated January 21st, 1935, from the Kirkland Lake Lumber Co., Ltd., to G. B. Alford, T. & N. O. Railway, North Bay, Ontario.

HON. MR. ROEBUCK: That is all.

THE CHAIRMAN: Do you wish to re-examine the witness, Mr. Price?

MR. PRICE: Yes.

Q. Mr. Lang, in the list that was produced yesterday, Exhibit No. 2, of all the contracts over a period of ten years, Mr. Roebuck examined you on the

difference in price to the settlers and to the contractors in the various years. Take, for instance, in 1932, J. D. Kingston received a contract at 80 cents for No. 1 ties; 70 cents for No. 2 ties and 35 cents for No. 3 ties; whereas the settlers received 75 cents. Why is there a difference of 5 cents in the price?

A. What was the name?

Q. The settler got 72 cents and Mr. Kingston and others received 80 cents. I understand it was because the settlers did not have to load, while the contractors were obliged to load?

A. That is before my time, and we just have the records to go by. My understanding is that at that time they all loaded. The 5-cent leeway gave the contractor a chance of getting them from the settlers for the T. & N. O.

MR. PRICE: Might I just ask Mr. Alford what is the reason for the difference of 5 cents? I understood it was on account of the fact that the settlers did not load.

MR. ALFORD: The settlers' price is f.o.b. alongside the track. The 80 cents includes the loading, f.o.b.

Q. In other words, the contractor loads and the settler does not? That accounts for the 5-cent difference in price?

MR. ALFORD: Yes, sir.

MR. GLASS: There is no difference at the present time, is there?

MR. ALFORD: Yes.

MR. GLASS: The settlers do not load.

MR. ALFORD: It is on the same basis.

MR. LANG: I do not know for the years past.

MR. PRICE: There was some comment on the difference in price, but the prices are practically the same.

THE CHAIRMAN: That is not clear to me.

MR. PRICE: The settler bring it up to the siding, but he does not load the cars.

THE CHAIRMAN: As I understand the evidence, he does not load it into the cars now, does he?

A. No.

Q. Neither does he load it nor peel it; yet the contractor to-day, although he gets the same price, has to both load and peel, which costs him 5 cents more than it costs the settler?

A. Yes, sir.

Q. Is that correct?

A. That is correct.

MR. PRICE: I am talking about the difference in 1932, and these various contracts show a difference of 5 cents.

MR. GLASS: That is assumed. There is nothing on record to prove that.

MR. PRICE: I am going from the evidence as given.

MR. GLASS: It is just an assumption.

MR. PRICE: Q. I presume, Mr. Lang, that at the time when contracts were given in the years from 1923 to 1930, we will say, there was a greater period of employment that more people were employed steadily?

A. Yes, sir.

Q. You did not have this period of depression?

A. Yes, sir.

Q. And the employment in Northern Ontario along the T. & N. O. line made it unnecessary to take up so much slack in the labour market?

A. From 1925 to 1929 particularly.

Q. So it would be fair to say, Mr. Lang, that the T. & N. O. Commission, in considering the necessity of buying ties would feel that they could give a bigger portion of contract work from 1925 to 1929?

A. Of course, I was not on the Commission then, and I do not know. I have not been digging back to study the question particularly; I am just going by the records.

MR. GLASS: We have the other officials here.

MR. PRICE: As this was produced, I have to examine on it. You have not the knowledge, of course, and I realize that. But when you got into the depression period, it would be logical to give more settlers' contracts?

A. Yes, sir.

Q. I suppose that between 1925 and 1929 the settlers were pretty well employed?

A. From my reading of it, I would say that times were good; as you say, much better. They gave them to the contractor and the contractor bought from the settler then, and the T. & N. O. had less bother. The T. & N. O. did not have the bother, and the contractor made a little off the settler too.

Q. But when this system came in in 1933-1934 of allotting to the settlers, you carried it on when you took office?

A. Yes, sir.

Q. And whether that is proper, that is a matter of policy on the part of your Board?

A. Yes, sir.

Q. To carry on the allotments to settlers?

A. Yes, sir.

Q. These extra contracts that were given, were given in much the same way as the old contracts were given?

A. Yes, sir.

Q. To contractors and to various other people?

A. Yes, sir.

MR. PRICE: I think that is all.

HON. MR. ROEBUCK: Mr. Chairman, there are three letters that, with your permission, I would like to file. Mr. Price will, of course, be free to cross-examine on them if he cares to do so.

The first is a letter from the Secretary-Treasurer of the T. & N. O. Railway Commission, Mr. Maund, to Mr. G. B. Alford, and it is dated July 9th, 1924. It reads:—

“Dear Sir:

“*Re Tie Supply—Season 1925*

“The question of next year’s tie supply was very carefully considered by Commission at meeting yesterday, when the following Minute was adopted:

“ ‘The question of a supply of ties for next year’s requirements was very carefully considered and it was agreed that a fair and reasonable price should be fixed—ties to be purchased wherever suitable instead of calling for tenders as has been the practice in the past. The contract with Woollings who is cutting ties from Commission’s limit is to be renewed and matter left with Chairman to deal with. It was further agreed that inquiries should be sent out by the Purchasing Agent to all responsible dealers, requesting advice as to whether they will be in the market for supplying ties next year—embodying in the inquiry the following questions.’ ”

There is a little more in the letter, and then follow the names of the parties who are to receive these contracts written in pencil at the bottom of the letter.

Among them are Feldman Brothers, John Clark, R. S. Potter and Pat McCool—all those names appearing at the present moment.

EXHIBIT NO. 4: Letter from Mr. Maund, Secretary-Treasurer of the Temiskaming and Northern Ontario Railway Commission, dated July 9th, 1924, to Mr. G. B. Alford, re tie supply—season 1925.

HON. MR. ROEBUCK: Here is another letter that I wish to file, from Mr. Maund, the Secretary-Treasurer, to Mr. Alford.

THE CHAIRMAN: Secretary-Treasurer of what?

HON. MR. ROEBUCK: Secretary-Treasurer of the T. & N. O. Railway Commission. This is addressed to Mr. G. B. Alford, Purchasing Agent of the T. & N. O. Railway. It is dated July 25th, 1925, and reads:—

“Dear Sir:

“*Re Purchase—Ties—1925*

“It has been reported to the Commission that settlers along the line have taken out a considerable number of ties for which they cannot find a market at the present time, and with view to assisting these settlers in every way possible, the Commission have now agreed to accept a further lot of ties—as follows:

“Pat McCool.....	3,000
“John Clark.....	7,000
“Haight & Mervin.....	3,000

“Shall be very glad if you will take up with these contractors and arrange to accept the ties as outlined above.”

Now, that is a grand old way to help the settlers.

EXHIBIT NO. 5: Letter dated July 25th, 1925, from W. H. Maund, Secretary-Treasurer of the T. & N. O. Railway Commission to Mr. G. B. Alford re purchase of ties—1925.

MR. ROBERTS: Is Pat McCool a settler?

HON. MR. ROEBUCK: There is one more letter of assistance to the settlers which I would like to put in as an exhibit. It is addressed from George W. Lee, Chairman of the T. & N. O. Railway Commission to Mr. G. B. Alford, Purchasing Agent of the T. & N. O. Railway, and reads:—

“Dear Sir:

“*Re Tie Supply—Season 1924-1925*

“At a meeting of the Commission held in Hamilton yesterday, it was decided that, owing to unemployment conditions throughout the country, we would buy this year 65,000 ties at 85 cents for No. 1's, and 75 cents for No. 2's, and that we would take 15,000 from Pat McCool, 20,000 from Harris Tie & Timber Company,—”

That was written on the 16th October, 1924, and we have got Pat employed with 15,000 ties. Continuing, the letter reads:—

“—(owing to their being in the business for many years, we did not wish to cut them off altogether), 15,000 from John Clark, and 15,000 from R. S. Potter, Matheson.”

By the way, Clark was a leading Conservative in Englehart in my day.

THE CHAIRMAN: Sorry to hear that.

HON. MR. ROEBUCK: Who is Mr. Potter?

WITNESS: He is very well known up in our country. He was the Conservative candidate in Cochrane riding in 1919.

HON. MR. ROEBUCK: That is in line with the usual non-political operations of the Commission of those days. The letter continues:

“Shall be glad if you will immediately get in touch with these parties, and if they care to, have them sign contracts. In the meantime, it must be clearly understood that we will not take any more than this from any one of them.”

EXHIBIT No. 6: Letter dated October 16th, 1924, from George W. Lee, Chairman of the T. & N. O. Railway Commission, to Mr. G. B. Alford, re tie supply, season 1924-1925.

HON. MR. ROEBUCK: That is all.

MR. PRICE: Q. Mr. Lang, who were the members of the first Board of the T. & N. O. Railway Commission?

A. Back in the very early days?

Q. Yes?

A. I was looking over the records in the T. & N. O. office and I was unable to find out. Ames is the only man I remember on that first Board.

Q. When you became Chairman, you succeeded Mr. George Lee?

A. Yes, sir.

Q. And Mr. Martin, a Commissioner?

A. Yes, sir.

Q. Who was the other one?

A. Col. John I. McLaren.

Q. How long had these men been Commissioners?

A. Since some time in the early twenties, I would say. I just do not remember.

Q. My recollection is that these men were appointed to the Board during the Drury Government?

A. Yes, sir.

Q. Had Mr. Lee been with the T. & N. O. Railway?

A. He had been with the T. & N. O. Railway for a long time prior to that.

Q. During the Drury Government days the Commission was constituted with Mr. Lee as Chairman and Mr. Martin and Colonel McLaren on the Board?

A. Yes, sir.

Q. That is Colonel McLaren of Hamilton?

A. Yes.

Q. Then when the Ferguson administration came in, they continued on the Board?

A. Yes.

Q. They did not change the Board?

A. No, sir.

Q. During all the time that the Ferguson administration was in power, the same Board kept on until you were appointed?

A. Yes, sir.

Q. So that I suppose, as Chairman, in dealing with these contracts and in making allocations to the settlers, you approached the matter from a business standpoint so far as the T. & N. O. Railway was concerned?

A. Yes, sir.

Q. And you allotted these contracts?

A. Yes, sir.

Q. Have you any reason to believe that your predecessors who were appointed during the Drury Government and retained did not do the same thing?

A. I do not think that I should be asked to comment on the former Commissioners, Colonel Price.

Q. I had no objection to the policy, as I have said, of giving these contracts

to settlers. What I had been informed was that these contracts ran about 80,000. They run 73,000. I see they are not all contracts of 5,000; they are in varying amounts, and there are 21 instead of 16?

A. Yes.

HON. MR. ROEBUCK: And four of them being in the 5,000 amount.

MR. PRICE: It runs to 73,000 instead of 80,000. Naturally, you have not got data of this kind except in the offices of the Commission. In allotting these contracts without tender, I think you and I went over that yesterday?

A. Yes, sir.

Q. You were quite free to say that you would probably get a lower price if you took it by tender?

A. In normal times, normal conditions of employment, I would favour the tender system; that is, if you were not trying to take care of a situation that prevails generally throughout the Province. You have first to think of the business end; also the welfare of the people, and what is the best thing to do.

Q. You have many things to consider when you have the responsibility of allotting these contracts?

A. Yes, sir.

Q. Have you produced here the list of contracts from 1920, I think it was, to 1923 or 1924?

A. Those you asked for?

Q. Yes?

A. Yes, sir.

Q. If they are produced, and as I have these two witnesses to-morrow, I will look over them in the meantime?

A. They are available for you.

Witness withdrew.

THE CHAIRMAN: Who is the next witness?

HON. MR. ROEBUCK: Mr. Alford.

GEORGE BERTRAM ALFORD, sworn.

HON. MR. ROEBUCK: Q. Mr. Alford, what office do you hold in the T. & N. O. Railway?

A. Purchasing Agent and Storekeeper.

Q. Have you held that position for a number of years?

A. Thirteen years.

Q. I show you a file; do you recognize it as one of the files of the T. & N. O. Railway?

A. Yes, sir.

Q. These are letters received and copies of letters which have been sent by the Departments of the T. & N. O. Railway?

A. Yes, sir.

HON. MR. ROEBUCK: My friend has charged that there were sixteen contracts let to sixteen supporters of the Government for 5,000 ties, which the members of the Committee will remember. He has proved four contracts of 5,000. He has not proved that they were let to supporters of the Government, but in other ways, I suppose, he was accurate.

I would now like to lay before the members of the Committee the evidence which my friend did not supply, because there were approximately sixteen contractors, and they were, I think I can show, supporters of the Government, and they were in amounts of 5,000; the only difference being that the sixteen were supporters of the previous Government and not supporters of this Government. And so I wish to lay before the Committee, Mr. Chairman, these letters. The first is a letter from the Chairman of the T. & N. O. Railway Commission dated 17th October, 1933, to the Tomstown Lumber Company, Limited, Tomstown, Ontario. It reads:

"Dear Sirs:

"Contract—Ties—1933-34

"Your letter of the 16th instant has been received, carefully noted, and is appreciated.

"Am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties. These ties are to be taken out from your own limits; none of them are to be bought from settlers. These are the conditions under which contract is given."

That is to say, it was given on the 17th October, 1933, and the change in Administration took place in June, 1934. So that these contracts would be delivered some time, I suppose, about the time of the change of Government? Some of them might have been delivered during the present Government?

MR. LANG: Yes, sir.

MR. PRICE: What date is that?

HON. MR. ROEBUCK: This is dated 17th October, 1933.

Then a further letter from Chairman George W. Lee to G. B. Alford, dated October 17th, 1933:—

“Dear Sir:

“*Re Ties—Season 1934*

“Desire to acknowledge receipt of your K-2300 of the 16th instant. Same is approved.

“For your guidance, am attaching hereto copy of letter I have, to-day, written to—

“Messrs. Wm. Milne & Sons.....North Bay, Ont.

“Messrs. T. S. Woollings & Co.....Englehart, Ont.

“The Kirkland Lake Lumber Co.....Kirkland Lake, Ont.

“Mr. H. H. Rudolph.....Timmins, Ont.

“Mr. L. S. Clarke.....North Bay, Ont.

“Mr. Chas. Pearce.....Timmins, Ont.

“Mr. M. McChesney.....Timmins, Ont.

“Mr. Fred Sullivan.....Cobalt, Ont.

“Mr. L. Silver.....Timmins, Ont.

“You will note that Contract is being given to these parties on the understanding that ties are to be taken off their own limits. They shall not be permitted to buy them from settlers. We will confine that privilege strictly to ourselves.

“You have our approval to go into the market for 150,000 ties, at prices mentioned in Mr. Maund’s letter of August 22nd, 1933.

“Shall be glad if you will study this letter carefully—acknowledge receipt and say if thoroughly understood.”

Here are the 5,000-contracts all right. My friend was not misinformed. Here is one to Mr. L. Silver for 5,000 ties. This is a letter from the Chairman, George W. Lee, to Mr. L. Silver, dated October 17th, 1933, and reads:—

“Dear Sir:

“*Contract—Ties—1933-34*

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

The next is a letter of the same date, October 17th, 1933, from the Chairman, George W. Lee, to Mr. Fred Sullivan, Cobalt, Ontario:—

“Dear Sir:

“*Tie Contract—1933-1934*

“In connection with subject matter, am, to-day, authorizing our

Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

Another letter of the same date, October 17th, 1933, from the Chairman, George W. Lee, to Mr. M. McChesney, Timmins, Ontario:—

“Dear Sir:

“Contract—Ties—1933-34

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

Then a letter from the Chairman, dated October 17th, 1933, to Mr. Chas. Pearce, Timmins, Ontario:—

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

Also a letter of October 17th, 1933, from the Chairman, Mr. Lee, to Mr. L. S. Clarke, North Bay, Ontario:—

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

Another letter from the Chairman, dated October 17th, 1933, to Mr. H. H. Rudolph, Timmins, Ontario:—

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

A letter from the Chairman dated October 17th, 1933, to the Kirkland Lake Lumber Company:

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

Another letter from the Chairman, dated October 17th, 1933, addressed to Messrs. T. S. Woollings & Company, Englehart, Ontario:—

“In connection with subject matter, am, to-day, authorizing our Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

Another letter from the Chairman, dated October 17th, 1933, to Messrs. Wm. Milne & Sons, North Bay, Ontario:—

“In connection with subject matter, am, to-day, authorizing our

Purchasing Agent, Mr. G. B. Alford, to give you a contract for five thousand (5,000) ties . . .”

So that there you have the batch of the 5,000 tie contracts.

MR. PRICE: You will notice that it is specifically stated that they are not to be taken from settlers; they are to be taken off their own limits.

HON. MR. ROEBUCK: This is the first time that rule appears to have been thought of or enforced.

MR. GLASS: Before the Election.

HON. MR. ROEBUCK: Just before the Election of 1934.

Q. Mr. Alford, do you know of anyone else having interviewed these men just prior to the giving out of these contracts?

A. No, sir.

Q. You did not interview them?

A. No, sir.

Q. You did not have any knowledge such as Mr. Lang here has exhibited with regard to the personal affairs of each one of these men and that they were going on limits which they themselves possessed?

A. No, sir.

Q. They were just all handed out on the one day in 5,000 batches as far as you know?

A. Yes, sir.

Q. And that was the Election year?

MR. PRICE: What date was it?

THE CHAIRMAN: October, 1933.

HON. MR. ROEBUCK: Practically into the campaign at that time. I suppose, Mr. Chairman, that I would not be out of order, would I, if I referred to this batch of 5,000-tie contracts as “the ties that bind”?

THE CHAIRMAN: You are out of order. They did not bind.

EXHIBIT No. 7:

(a) Letter dated October 17th, 1933, from G. W. Lee, Chairman, T. & N. O. Railway Commission, to The Tomstown Lumber Company, Limited, re tie contract, 1933-34.

- (b) Letter dated October 17th, 1933, from G. W. Lee, Chairman, T. & N. O. Railway Commission, to G. B. Alford, re ties—season 1934.
- (c) Letter dated October 17th, 1933, from G. W. Lee to L. Silver, Timmins, authorizing tie contract, 1933-1934.
- (d) Letter dated October 17th, 1933, from G. W. Lee to Fred Sullivan, Cobalt, authorizing tie contract, 1933-34.
- (e) Letter dated October 17th, 1933, from G. W. Lee to M. McChesney, Timmins, authorizing tie contract, 1933-34.
- (f) Letter dated October 17th, 1933, from G. W. Lee to Chas. Pearce, Timmins, authorizing tie contract, 1933-34.
- (g) Letter dated October 17th, 1933, from G. W. Lee to L. S. Clarke, North Bay, authorizing tie contract, 1933-34.
- (h) Letter dated October 17th, 1933, from G. W. Lee to H. H. Rudolph, Timmins, authorizing tie contract, 1933-34.
- (i) Letter dated October 17th, 1933, from G. W. Lee to The Kirkland Lake Lumber Company, Kirkland Lake, authorizing tie contract, 1933-34.
- (j) Letter dated October 17th, 1933, from G. W. Lee to the T. S. Woollings & Company, Englehart, authorizing tie contract, 1933-34.
- (k) Letter dated October 17th, 1933, from G. W. Lee to Messrs. Wm. Milne & Sons, North Bay, authorizing tie contract, 1933-34.

MR. PRICE: Mr. Alford, in connection with these contracts, there were three Commissioners on the Board at that time?

A. Yes.

Q. Mr. Lee, Colonel McLaren and Mr. Martin?

A. Yes, sir.

Q. The contracts would be allotted by the Board?

A. Yes, sir.

Q. You do not know who on the Board specifically dealt with these contracts?

A. No, sir.

Q. You do not know who it was that saw the contractors as Mr. Lang did in connection with these recent contracts?

A. No.

Q. Mr. Lang says he saw these various men who came to him about the 1935-36 contracts?

A. Yes.

Q. Who would likely do that in connection with the old contracts?

A. I presume the Chairman.

Q. Probably the Chairman?

A. Probably the Chairman.

Q. Someone would see these contractors?

A. Yes.

Q. Because it says specifically that they must take it off their own limits? That is right, is it not?

A. Yes, sir.

HON. MR. ROEBUCK: That does not necessitate them seeing the contractors. They can go and get limits afterwards.

MR. PRICE: So that while you have no personal knowledge of who saw the contractors, you did not?

A. No, sir, I did not.

Q. You, yourself, did not?

A. No, sir.

MR. PRICE: That is all.

HON. MR. ROEBUCK: Here is a letter dated April 14th, 1927, written by Mr. Merwin, Secretary-Treasurer of the Acme Timber Company, Limited, to Mr. G. B. Alford:—

“With reference to my letter of the 4th instant, re ties which we have for sale along your lines, would say that the following is a list of the names of the contractors whose ties are now ready for shipment. . . .”

Then follow a list of names. Tell me, witness, who are these people who are listed here? Are they settlers or are they contractors?

A. I could not say, sir, definitely.

Q. The Acme Timber Company, Limited, are contractors, are they not?

A. Yes, sir.

Q. And did they have a contract with the T. & N. O. Railway?

A. Yes, sir.

MR. PRICE: In 1927.

HON. MR. ROEBUCK: In 1927.

Q. Is it clear from this letter that the Acme Timber Company, Limited, got a contract from the T. & N. O. Railway and was filling it through these men?

A. Yes, sir.

Q. That is quite clear, is it not?

A. Yes, sir.

Q. It is obvious that that was the system that was being carried on at that time; that one big contractor would get a very large contract, because these amounts run to 1,500, 1,500, 700, 1,200 and 1,600 ties, just choosing the larger amounts. They must have had a very considerable contract, and then farmed it out in that way among these men; and you do not know whether they were settlers or small contractors?

A. I could not say, sir, no.

Q. Witness, can you identify this file as coming from the departments of the T. & N. O. Railway?

A. Yes, sir, I can.

HON. MR. ROEBUCK: First of all, I will file this letter from the Acme Timber Company addressed to Mr. Alford.

EXHIBIT No. 8: Letter dated April 14th, 1927, from Mr. B. F. Merwin, Secretary-Treasurer, Acme Timber Co., Ltd., to G. B. Alford.

HON. MR. ROEBUCK: Q. I will refer to certain letters in this file which the witness has just identified. The first letter is dated August 8th, 1927, from the P. A. & Storekeeper. What does that mean?

A. That means Purchasing Agent and Storekeeper. That is from me.

MR. GLASS: You had better read the next one first.

HON. MR. ROEBUCK: Yes. The first letter I will read is from Mr. George W. Lee, Chairman of the T. & N. O. Railway Commission, addressed to Mr. Alford, dated 8th August, 1927:

"Dear Sir:

"In connection with our conference this morning, beg to advise you that

the Commission have decided to pay standard prices for ties for the year 1928, i.e., 85 cents for No. 1; 75 cents for No. 2, and 40 cents for culls. This includes all Government dues, or any other charges, f.o.b. points of delivery.

"I want you to arrange to give a contract for 1928 delivery to the Gagne Lumber Company, Field, Ont. If you will write them to that address, Mr. Edgar Gagne will come down and close out with you.

"Shall be glad if you acknowledge receipt and say if understood."

Direction from the Chairman to give a contract to the Lumber Company is the point of that letter.

The next letter is dated 8th of August, 1927, from the Purchasing Agent and Storekeeper to the Gagne Lumber Company, Field, Ontario:—

"Dear Sir:

"Re Ties—1928

"The Chairman of the Commission, Mr. G. W. Lee, has instructed me to arrange a contract with you for ties to be delivered to us f.o.b. cars our tracks at Connaught.

"If Mr. Edgar Gagne would arrange to come to this office and advise beforehand as to when he is likely to be here, the writer will be glad to discuss the whole situation with him and arrange for contract."

The next is a letter dated August 9th, 1927, from the Purchasing Agent and Storekeeper to Mr. G. W. Lee, Chairman:—

"Dear Sir:

"Re Ties—1928

"Your letter August 8th.

"We understand that the prices of 85 cents for No. 1, 75 cents for No. 2 and 40 cents for culls will govern any arrangements which we make for 1928 delivery, and that these prices cover all Government dues, sales tax, or any other charges, f.o.b. cars tracks of the Commission.

"With particular reference to a contract with the Gagne Lumber Company, Field, Ontario. We understand that these people will enter into an agreement with us to deliver up to 75,000 ties f.o.b. Connaught, upon conditions as above stated. We are writing these people and will be glad to discuss the whole situation with Mr. Edgar Gagne when he comes to the office, and will handle the situation to a satisfactory conclusion.

"Copy of letter attached for your information."

I call the attention of the Members of the Committee to the fact that he is getting a contract not for 2,000 ties or 5,000 ties, but 75,000 ties.

THE CHAIRMAN: Who is that?

HON. MR. ROEBUCK: That is the Gagne Lumber Company.

Next is a letter from the Purchasing Agent and Storekeeper to the Gagne Lumber Company, dated August 20th, 1927:—

“We are in a position to discuss with you the terms of the contract. We had expected you in the office on Wednesday, but presume you were not able to come as requested.

“Will you kindly let me know when you are likely to be in office, and oblige.”

Next is a letter from the Manager of the Banque Canadienne Nationale at Sturgeon Falls, Ontario, addressed to Mr. Alford, and dated September 27th, 1927:—

“You will find herewith enclosed a copy of the assignment of the above mentioned contract, covering the manufacture of 75,000 ties.

“As matter of record, we would be under obligations for an acknowledgment of this copy, and a stamped envelope is enclosed, for this purpose. Thanking you, we remain.”

That is showing that the contract was assigned for financial purposes.

Here is the clearance. It is signed by the Crown Timber Agent, Duval.

Q. Is he the Crown Timber Agent of that district?

MR. LANG: He was at that time.

HON. MR. ROEBUCK: The clearance reads:—

“The Edgar Gagne Lumber Co., having returned 93,776 Jack Pine Railway Ties (Sawn Ties) as sold to the Temiskaming & Northern Ontario Railway Commission as cut during the season of 1927-28 on lot cut under license in the ——— Concession of the Township of Fallon and Cleaver, located or sold to ——— (as the case may be), and evidence under oath having been filed setting forth that there are ——— acres cleared, a house ——— feet on the ——— lot, and that ——— has resided on the lot actually continuously for at least ——— months.

“This is to certify that the material as above is hereby passed free from Crown dues.

“Dated this 14th day of September, 1928.

“(Signed) C. A. DUVAL,
“Crown Timber Agent.”

MR. PRICE: That is a form issued by the Department.

HON. MR. ROEBUCK: Yes; a form indicating the terms and conditions upon which timber dues are remitted to settlers

I call attention now to the contract itself.

Q. Witness, is this a copy of the contract that was entered into by the Temiskaming & Northern Ontario Railway and the Gagne Lumber Company?

A. Yes, sir.

HON. MR. ROEBUCK: It is to be noted that clause 4 of this contract states:—

“The Contractor shall furnish and deliver to the Commission free of all charges, in strict compliance with the specifications hereto attached, 75,000 more or less No. 1 and No. 2 eight-foot ties, and cull ties, which the Commission may accept at the following prices, f.o.b. cars, tracks of the Commission, which prices cover all Government dues, sales tax, or any other charges against the ties . . .”

The point in that being that the contract is for 75,000 and the actual delivery is 93,000, just a little generous, that is all, in acceptance.

THE CHAIRMAN: Is it necessary to put in the correspondence as an exhibit when it is being copied into the proceedings?

HON. MR. ROEBUCK: There is no reason why the file should not be returned to the T. & N. O. Railway Commission after the letters which have been read are copied into the record.

MR. PRICE: I think that is right, provided you earmark whatever letters you want to put in.

HON. MR. ROEBUCK: I have done that in reading these particular letters. The reporter will copy them into the record and we will return the files.

MR. PRICE: You may let me have the file when you are through with it.

HON. MR. ROEBUCK: You may examine the correspondence now.

THE CHAIRMAN: To keep the record straight, I suppose the letters which have been read will be identified by one exhibit number.

HON. MR. ROEBUCK: The understanding is that the letters I have mentioned shall be copied from the file into the record, and then they may be released to the T. & N. O. Commission.

THE CHAIRMAN: Yes.

HON. MR. ROEBUCK: All letters I have read to date will be marked Exhibit No. 9.

MR. PRICE: Mr. Chairman, this is the first opportunity I have had of seeing

these files and I cannot examine them now because they are full files. My honourable friend has had an opportunity of going over them so if they are retained here until another meeting I will look them over.

THE CHAIRMAN: Then the Secretary had better stamp the whole file "Exhibit No. 9," but only the letters which have been read by Mr. Roebuck will be copied into the record of the proceedings.

EXHIBIT No. 9:

- (a) Letter dated August 8th, 1927, from G. W. Lee, Chairman, T. & N. O. Railway Commission, to Mr. G. B. Alford, re ties—1928, and authorization of contract to Gagne Lumber Company.
- (b) Letter dated August 8th, 1927, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway to the Gagne Lumber Company, re ties—1928.
- (c) Letter dated August 9th, 1927, from the Purchasing Agent and Storekeeper to Mr. G. W. Lee, Chairman, T. & N. O. Railway Commission, re ties—1928.
- (d) Letter dated August 20th, 1927, from the Purchasing Agent and Storekeeper, T. & N. O. Railway, to the Gagne Lumber Company, re ties—1928.
- (e) Letter dated September 27th, 1927, from the Manager of the Banque Canadienne Nationale at Sturgeon Falls to Mr. G. B. Alford, enclosing copy of assignment.
- (f) Clearance dated 14th September, 1928, re return of 93,776 Jack Pine Ties by Edgar Gagne Lumber Company, signed by C. A. Duval, Crown Timber Agent.
- (g) Contract between the T. & N. O. Railway and Gagne Lumber Company, dated August 11th, 1927, re ties.

HON. MR. ROEBUCK: Exhibit No. 10 will refer to correspondence in 1929-30. The first letter is dated June 20th, 1929, from the Chairman of the T. & N. O. Railway Commission to The Gagne Lumber Company, Sturgeon Falls, Ontario.

"Dear Sirs:

"Re Ties—1930

"Referring to negotiations with Mr. Gagne beg to advise that I am prepared to give you a contract, on your limits at Connaught, for 50,000 ties, more or less, to be delivered the season 1930, at the following prices:

"85 cents for No. 1; 75 cents for No. 2; 40 cents for cull. F.O.B. cars Connaught. This to include all charges—Crown dues, sales tax, etc.

"Shall be glad to know if this is acceptable."

Then a letter from George W. Lee, Chairman of the T. & N. O. Railway Commission to Mr. G. B. Alford, dated June 20th, 1929:—

“Dear Sir:

“*Re Ties—1930—The Gagne Lumber Co.*

“Herewith copy of my letter, even date, to The Gagne Lumber Company, Sturgeon Falls, Ont.

“Shall be glad if you will take up with this Company and arrange a Contract. I expect to hear, definitely, from them that this offer is acceptable.”

I guess he was not going to be disappointed.

Then a letter dated June 27th, 1929, from Edgar Gagne, President, Edgar Gagne Lumber Company, Limited, to Mr. George W. Lee, Chairman, T. & N. O. Railway Commission:—

“Dear Sir:

“We acknowledge, with thanks, receipt of your letter of the 20th inst. re Tie Contract for 1930.

“A contract based on the memo in your letter will be entirely acceptable.”

Then a letter dated December 19th, 1929, from Purchasing Agent and Storekeeper to Gagne Lumber Company, Sturgeon Falls, Ontario:—

“Dear Sirs:

“*Re Ties—1930*

“Your letter December 17th.

“You will recollect that this contract calls for 50,000 ties and our understanding was that you would possibly have from 70,000 to 75,000 ties which would possibly be the limit so that we would not undertake to say that we would accept more than 75,000. We were not absolutely sure that you would have this quantity, hence our letter to you so that we might know definitely. When you say 100,000 ties, it is exceeding our interpretation of the contract, don't you think so?”

“With best regards and good wishes for the Christmas season.”

Then a letter dated October 8th, 1930, from Purchasing Agent and Storekeeper to Edgar Gagne Lumber Company, Sturgeon Falls, Ontario:—

“Dear Sir:

“*Re Ties*

“We are arranging for final payment on your tie contract. Before this payment can be released, we will require clearance papers from the Crown Timber Agent covering 103,930 ties taken out on this contract.

“Your early attention will be greatly appreciated.”

I call attention to the fact that the contract was for 50,000 ties and the delivery was 103,930 ties, a little more than 100 per cent. but that is not so bad!

MR. W. G. NIXON: That is Overhaul.

HON. MR. ROEBUCK: Now I desire to refer to the Clearance Paper of the Crown Timber Agent, Mr. C. A. Duval, dated October 13th, 1930, to the Gagne Lumber Company, with all the blanks unfilled beyond just these words at the first:—

“Edgar Gagne Lumber Company, having returned 103,930 Jackpine ties, as having been sold to the Temiskaming & Northern Ontario Railway Commission during the summer of 1930, as cut during the season of 1929-30 on Lot Cut under license in the (blank) Concession of the Township of Fallon.”

All the rest is blank until it is dated and signed.

THE CHAIRMAN: Will the Secretary mark that file Exhibit No. 10 for the purposes of the record. Only the letters that have been read will constitute the exhibit.

EXHIBIT No. 10:

- (a) Letter dated June 20th, 1929, from Chairman, T. & N. O. Ry. Com. to Gagne Lumber Company re Ties—1930.
- (b) Letter dated June 20th, 1929, from Chairman, T. & N. O. Ry. Com. to Mr. G. B. Alford re Ties—1930—The Gagne Lumber Company.
- (c) Letter dated June 27th, 1929, from Edgar Gagne, to Chairman, T. & N. O. Ry. Com.
- (d) Letter dated December 19th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Ry. Com. to Gagne Lumber Company.
- (e) Letter dated October 8th, 1930, from Purchasing Agent and Storekeeper, T. & N. O. Ry. Com. to Edgar Gagne Lumber Company.
- (f) Crown Timber Agent's Clearance Paper to Gagne Lumber Company, dated October 13th, 1930.

HON. MR. ROEBUCK: This will be the next exhibit, Mr. Chairman, covering all the letters which I will now read.

THE CHAIRMAN: It will be Exhibit No. 11.

HON. MR. ROEBUCK: The first letter to which I refer is from the Purchasing Agent and Storekeeper to the Gagne Lumber Company, Sturgeon Falls, Ontario:

“Dear Sirs.

“June 23rd, 1930.

“*Re Ties—Season 1930-31*

“We now advise that it will be in order for you to figure on supplying

us with 50,000 ties for delivery during the months of June, July and August, 1931, upon same conditions as contract now in effect with you.

“Formal contract will follow in due course.

“Kindly acknowledge.”

Then follows the Contract, Clause 4 of which places the amount at 50,000 ties.

The next letter is from W. H. Maund, Secretary-Treasurer of the T. & N. O. Railway Commission, to Mr. G. B. Alford, and is dated October 1st, 1930:—

“Dear Sir:

“*Re Ties—Edgar Gagne Lumber Co. Ltd.*

“Referring to your G-2300 of Sept. 22nd.

“We are returning two copies of agreement dated July 14th, 1930, with Edgar Gagne Lumber Co. covering contract awarded for 50,000 ties. These documents have been completed on behalf of the Commission.”

The next is a letter from the Purchasing Agent and Storekeeper to the Edgar Gagne Lumber Company, dated October 27th, 1930:—

“Dear Sirs:

“*Re Ties*

“Confirming conversation with you.

“You will appreciate that last year’s contract was exceeded beyond our expectations. We were hopeful that we would not be asked to take more than 75,000 ties from you which was the very limit to which the contract might have gone but when the quantity reached over 100,000 ties it meant that we were not able to help out other parties who had small lots for sale.”

The little fellows had to go. That is quite natural.

Then:—

“On our 1931 contract for 50,000, we would ask that you do not exceed this contract. As stated in our conversation, we would accept an overrun of not more than 10,000 ties, making a total of 60,000 ties, which you will appreciate is giving very good consideration in view of the present situation as regards our tie supply.”

The next is a letter dated November 6th, 1930, from Mr. W. H. Maund, Secretary-Treasurer of the T. & N. O. Railway Commission, to Mr. G. B. Alford:—

“Dear Sir:

“*Re Tie Contract—Edgar Gagne Lumber Co.*

“Referring to your G-2300 of Sept. 22nd, 1930.

“We have now been presented with assignment from Edgar Gagne

Lumber Co. Ltd., dated Nov. 1st, 1930, in favor Banque Canadienne Nationale of Sturgeon Falls, covering payment of all moneys due on this contract to the said bank.

“Will you kindly take necessary record and show this information on any bills payable which you may prepare covering.”

Then a letter dated August 6th, 1931, from the Purchasing Agent and Storekeeper to Mr. D. A. Wauchope, Connaught, Ontario.

“Dear Sir:

“*Re Contract—Edgar Gagne Lumber Co.*”

“Under no consideration accept more than 50,000 ties on this contract without getting in touch with me.

“For your information we enclose copy of letter which we forwarded to the Edgar Gagne Lumber Co. under date October 27th, 1930. We want to be very careful how this matter is handled.

“For your private and confidential information.

“Kindly acknowledge.”

Then a letter dated September 11th, 1931, from the Purchasing Agent and Storekeeper to the Edgar Gagne Lumber Company, Limited, Sturgeon Falls, Ontario:—

“Dear Sirs:

“*Re Ties*”

“Our Inspector reports that you have taken out a total of 85,806 ties on your contract. It will, therefore, be necessary to forward clearance papers covering ties delivered. We would greatly appreciate receiving this document earliest date possible so that we make final payment through our August accounts.”

THE CHAIRMAN: What is the object of these clearance papers?

MR. GLASS: Clearance of the timber dues, ten cents per tie for clearance dues.

MR. SCHWENGER: Who gets the benefit of that?

MR. GLASS: The Department of Lands and Forests charges ten cents per tie clearance dues. They go to the Crown Timber Agent and get clearance in order to settle up with the Commission.

HON. MR. ROEBUCK: And when the ties are cut on settlers' properties no charge is made for cutting ties. In the early days it was thought that that practice would help the settlers, and so when a man had a location he could cut his ties without payment to the Crown Timber Agent, with the result, of course, as might naturally be expected, that timber pirates located lots in the guise of settlers, stripped the timber off, and abandoned the property; they have done that over

hundreds of thousands of acres, with the result that to-day, as the Chairman of the T. & N. O. Railway Commission says, they are short of ties on settlers' properties in Northern Ontario. The settlers of to-day buy lots from which the pirates have stripped the timber.

MR. GLASS: The Commission holds back a certain sum of money from the contract price until they get the clearance from the Crown Timber Agent, and when they get the clearance they receive the balance due. The Commission holds back sufficient money to cover the timber dues.

HON. MR. ROEBUCK: This is a beautiful illustration of timber piracy!

Then I desire to refer to the Clearance Certificate dated October 5th, 1931, from C. A. Duval, Crown Timber Agent, to the Edgar Gagne Lumber Company, which is in the same condition as the former Clearance Certificate, with the blanks unfilled. The first few words are:—

“Edgar Gagne Lumber Company, having returned 85,806 Jack Pine Ties, as having been sold to the Temiskaming & Northern Ontario Railway Commission, as cut during the season of 1930-31 on lot cut under license in the (blank) concession of the Township of Fallon and Cleaver . . .”

EXHIBIT No. 11:

- (a) Letter dated June 23rd, 1930, from the Purchasing Agent and Storekeeper to the Gagne Lumber Company re Ties—Season 1930-31.
- (b) Letter dated October 1st, 1930, from W. H. Maund, Secretary-Treasurer of the T. & N. O. Railway Commission to Mr. G. B. Alford.
- (c) Letter dated October 27th, 1930, from Purchasing Agent and Storekeeper to Edgar Gagne Lumber Company re Ties.
- (d) Letter dated November 6th, 1930, from W. H. Maund, Secretary-Treasurer of the T. & N. O. Railway Commission to Mr. G. B. Alford re Tie Contract—Edgar Gagne Lumber Company.
- (e) Letter dated August 6th, 1931, from Purchasing Agent and Storekeeper to Mr. D. A. Wauchope, Connaught, Ontario; re Contract—Edgar Gagne Lumber Co.
- (f) Letter dated September 11th, 1931, from Purchasing Agent and Storekeeper to Edgar Gagne Lumber Company Limited, Sturgeon Falls, Ontario, re Ties.
- (g) Crown Timber Agent's Clearance Certificate dated October 5th, 1931.

MR. GLASS: You may as well prove payment.

HON. MR. ROEBUCK: Q. Witness, I show you certain cheque vouchers of the T. & N. O. Railway Commission. Do you recognize them?

A. Yes.

Q. This is a cheque signed by George W. Lee, Chairman of the T. & N. O. Railway Commission to the Banque Canadienne Nationale, Sturgeon Falls, as follows: "November 1st, 1930—Payment on ties. Progress Certificate No. 1, \$10,800.00."

MR. W. G. NIXON: To whom is that cheque issued?

HON. MR. ROEBUCK: The Banque Canadienne Nationale. The endorsement on the back of this cheque is "For deposit to the credit of Gagne Lumber Company, Limited."

Q. Was that a cheque in payment for the ties, reference to which has been made in these documents?

A. Yes.

Q. The next cheque, also signed by Mr. Lee and the Auditor of Disbursements, is issued to the Banque Canadienne Nationale, Sturgeon Falls, as follows: "February 14th, 1931—Advance on Ties—Progress Certificate No. 2, \$4,200.00." These are all for payment for ties?

A. Yes.

Q. This cheque is endorsed: "Edgar Gagne Lumber Company Limited." The next cheque is endorsed as follows: "March 31st, Progress Certificate No. 3—Advance on ties, \$3,000.00." It is endorsed: "Edgar Gagne Lumber." The next cheque is endorsed: "July 31st—Ties—Progress Certificate No. 4, \$13,538.00." It is endorsed: "Gagne Lumber Co." The next cheque is endorsed: "July, 1931—Ties—Progress Certificate No. 5, \$16,984.90." It is endorsed: "Edgar Gagne Lumber." The last cheque is endorsed: "September, 1931—Ties—Final Certificate No. 6—\$16,793.90." It is endorsed "Gagne Lumber."

THE CHAIRMAN: Those cheques will be filed as Exhibit No. 12.

EXHIBIT NO. 12: Six cheques from T. & N. O. Railway Commission to Bank Canadienne Nationale, Sturgeon Falls, Credit E. Gagne Lumber Company, Limited, as follows:

Nov. 1st, 1930:	Progress Certificate No. 1, \$10,800.
Feb. 14th, 1931:	Progress Certificate No. 2, \$4,200.
March, 1931:	Progress Certificate No. 3, \$3,000.
July, 1931:	Progress Certificate No. 4, \$13,538.
July, 1931:	Progress Certificate No. 5, \$16,984.90.
Sept., 1931:	Final Certificate No. 6, \$16,793.90.

MR. PRICE: What is the total?

HON. MR. ROEBUCK: \$65,316.80. That is a tidy sum of money.

Q. Witness, did you have anything to do with the placing of this contract with the Gagne Lumber Company?

A. Except on instructions.

Q. Do you remember any dealings with Mr. Gagne?

A. No, sir.

Q. Did you ever meet Mr. Gagne?

A. Yes, sir.

Q. Was there anyone else connected with the company whom you met in the course of the transaction?

A. Yes.

Q. Who else did you meet in connection with it?

A. Mr. Morel.

Q. What part did Mr. Morel play in connection with the matter?

A. Evidently he had had conversations with the Chairman of the Commission, but I have personal knowledge that he was connected with the transaction, interested in the transaction.

Q. And from his conversations with you you were able to learn that he had had conversations with respect to the contract with the Chairman of the Commission?

A. Yes.

Q. The Chairman of the Commission being the one who at that time apportioned, as he does now, the contracts?

A. Yes.

By MR. PRICE:

Q. Mr. Morel has since deceased?

A. Yes.

By MR. W. G. NIXON:

Mr. Chairman, I would like to ask the witness one or two questions.

Q. Mr. Alford, while you were sitting over here before you were sworn questions were asked as to the ties of settlers along the T. & N. O. Has it always been the practice of the T. & N. O. to load ties taken out by the settlers, or have the settlers been required at times to load these ties themselves?

A. Not to my knowledge. I would say that generally speaking the practice has been for the Railway Commission to pay for the loading of the settlers' ties.

Q. Do you know Mr. Charles Pearce, who has been referred to in the evidence here?

A. No, sir; I do not.

THE CHAIRMAN: Q. What about the peeling of the ties?

A. The settlers are not required to peel ties either under this management or under the former management.

MR. GLASS: I think until this last season the contractors did not peel their ties, either—is not that so?

A. That is correct—the last two seasons.

Q. Do you know if the Gagne Lumber Company loaded their own ties on the railway cars or whether they were loaded by the Commission?

A. They would load the ties on the cars at Connaught.

HON. MR. ROEBUCK: Q. Mr. Alford, who was Mr. Morel? (No response.)

Q. Do you know whether Mr. Morel held any official position?

A. I know the gentleman was in the Legislature.

Q. He was a member of the Provincial Legislature of the Province of Ontario?

A. Yes.

HON. MR. HENRY: When?

HON. MR. ROEBUCK: Q. What years?

A. I could not say definitely at this moment as to whether he was a member at the time of his death.

Q. Do you know the date of his death?

A. No, sir.

Q. Tell me how many ties in all were covered in the period to which I have referred? I show you the cheques for payment. The cheques do not seem to show the total amount of payments made, and Mr. Hume tells me that these are the correct amounts.

MR. MACAULAY: Why ask this witness?

HON. MR. ROEBUCK: I want to know whether he knows.

Q. Do you know?

A. Mr. Hume has made that statement up.

Q. No, I want to know if you know. If you do not know, I can call Mr. Hume? (No response.)

MR. HUME: You just have to summarize it from that statement.

MR. GLASS: Take this statement.

MR. ELLIS: Let the witness do it himself. Do not tell him what to do.

HON. MR. ROEBUCK: Q. Mr. Alford, have you checked the total amount of ties and the amounts of payment made?

A. I have checked the total payments.

Q. And what are the total payments?

A. \$216,608.80.

MR. PRICE: How many years does that cover?

HON. MR. ROEBUCK: The three seasons in question.

Q. Is that correct?

A. Yes, sir.

MR. PRICE: Q. How many ties?

A. 283,000.

Q. 283,000 ties for three seasons?

A. Yes.

HON. MR. ROEBUCK: Q. Evidently the vouchers in that exhibit are not quite complete?

A. No, they are not.

Witness withdrew.

EDGAR GAGNE, sworn. Examined by HON. MR. ROEBUCK:

Q. Are you a member of the Gagne Lumber Company?

A. Yes.

Q. What position do you hold in connection with it?

A. President.

Q. Are you Edgar Gagne?

A. Yes.

Q. How long has that company been in operation?

A. For three years.

Q. Are those the three years that are referred to in the documents that I have been reading?

A. Yes.

Q. It is an incorporated company?

A. Yes.

Q. Was Mr. Morel interested in that company?

A. Yes, he was a director of the company.

Q. Was he a director of the company from its incorporation?

A. Since the incorporation.

Q. Right at the first?

A. Yes.

Q. He was a director of the company?

A. Yes.

Q. Then he was a shareholder in the company, was he not?

A. Yes.

Q. Do you know how many shares he owned?

A. Well, he did not have any shares.

Q. He did not have any shares?

A. He was to get shares if he had received any dividend.

Q. That is to say, he was to get shares from dividends which you expected would be paid?

A. Yes.

Q. How many shares would he get in that way?

A. I could not tell you. The company was incorporated for 40,000 shares, but there were never any shares sold.

Q. But some of the shares were to go to Mr. Morel?

A. Yes.

Q. You do not remember just the number?

A. No.

Q. But he never paid anything for them?

A. No.

THE CHAIRMAN: He had to be a shareholder in order to be a director?
(No response.)

MR. PRICE: Probably he had one share, Mr. Gagne?

WITNESS: He had one share, that is right.

HON. MR. ROEBUCK: Q. Will it help you when I tell you there were \$25,000 worth of shares actually issued, \$1 shares, according to the company's returns? Does that help you in your endeavour to place how many would go to Mr. Morel?

A. There were never any shares issued.

Q. But you issued them among yourselves, did you not? You did not sell them to the public?

A. To nobody.

Q. Who else was in this company besides you and Mr. Morel?

A. I was alone. When I bought I bought from Tom LaFrance and John Ferguson and Harry Morel.

Q. John Ferguson of North Bay?

A. Yes.

THE CHAIRMAN: Q. You bought what from those three gentlemen? Did you incorporate a company to buy something they had?

A. I bought from Ferguson first.

HON. MR. ROEBUCK: I see in the return as of December 31st, 1926, that the president then was John Ferguson?

A. Yes.

Q. And the Secretary-Treasurer was Edgar Gagne, and the Director was Harry Morel?

Q. Yes.

Q. Were there any other shareholders besides these three names?

A. No.

THE CHAIRMAN: What year?

HON. MR. ROEBUCK: 1926.

Q. How many shares did you have, Mr. Gagne?

A. I am not sure; there were never any shares issued; I am the only one who put any money in it.

Q. Were you all to have the same number of shares?

A. I was alone with Mr. Morel at the last, but when I bought there were three: Tom LaFrance, John Ferguson and Morel, and I bought them out and then I was alone.

Q. How much did you pay them to buy them out?

A. I could not tell you exactly now.

Q. Was it a considerable sum of money?

A. Not very.

Q. It would be in the thousands?

A. Yes, about \$13,000, I guess.

Q. Would the \$13,000 be for both Ferguson and LaFrance?

A. Yes.

Q. That would cover the purchase of both of their shares?

A. Yes.

Q. And you do not remember how many shares there were that Ferguson owned or LaFrance owned?

A. No.

Q. Could you get that information for me?

A. I think so.

Q. And also get how many shares Mr. Harry Morel got or was to get?

MR. PRICE: He says he had only one share.

HON. MR. ROEBUCK: He said he was to get shares which he was to pay for out of dividends if dividends were declared.

Q. Is that correct?

A. Yes.

Q. Mr. Morel did not put any money in the company?

A. No.

Q. But he was to put money in the company out of dividends if dividends were declared, and, as a matter of fact, no dividends were declared?

A. No.

Q. Do you know what percentage or proportion of the dividends were to go to Mr. Morel?

A. No.

Q. Would it be roughly a division of fifty-fifty or one-third, or something of that kind?

A. He was to get one-third.

Q. He was to get one-third of the dividends. That seems to me to be a reasonable arrangement. In return for that one-third of the dividends what was Mr. Morel to do?

A. He was to get contracts.

Q. He was not to put in any money. That was to be put in out of the dividends which he received?

A. Yes.

Q. So the services he gave for the shares he was to get and pay for in that way were to get contracts for ties from the T. & N. O. Railway Commission?

A. Yes.

Q. And did he do that?

A. I guess it did not hurt him to get it.

Q. To get the contracts?

A. Yes.

Q. He got the contracts all right. Do you know when Mr. Morel died?

A. About a year ago.

Q. Was he the member of the riding at the time?

A. Yes.

Q. He was a member up to the time of his death?

A. No.

Q. He was a member until when? (No response.)

MR. MARCEAU: He was elected in the General Election of 1923. He had been a member prior to 1919. He was returned in 1923 and returned in 1929, and then he resigned in 1930 to contest the Dominion Elections.

WITNESS: In 1930?

MR. MARCEAU: Yes, and he was not a member from 1930 until his death.

MR. GLASS: We will prove he resigned on June 30th, 1930.

MR. PRICE: So at that time, Mr. Gagne, he was not a member?

MR. GLASS: Oh, yes.

HON. MR. ROEBUCK: We will call Mr. Lewis in a minute and get it right. The dates and records will speak for themselves.

Q. How much money did you put into the company?

A. I do not know. I put in the money to make the thing go.

Q. All the money that was put in you put in?

A. Yes.

Q. Would you know in a rough way how much it was?

A. As much as \$33,000, and then I had to put in some more to balance the year.

Q. When did you put in the \$33,000?

A. Right at the first.

THE CHAIRMAN: It is not clear to me and I am sure it is not clear to the members of the Committee as to whether this witness put in the money to incorporate a new company and buy certain assets, or whether he bought shares of a pre-existing company.

MR. MARCEAU: He bought the assets—

MR. GLASS: Let the witness tell us.

HON. MR. ROEBUCK: Q. You have heard what the Chairman has asked. Did you incorporate a new company when you put in the \$33,000, or did you buy somebody else's shares?

A. I put in this money to operate in the bush.

Q. You were the secretary-treasurer of the company?

A. No, not after they started to work; it was a Mr. Robinson after they started the operation. When these papers were made out I was put in as secretary-treasurer.

Q. You handed the money to Mr. Robinson, the secretary-treasurer?

A. Yes.

Q. About what year?

A. 1927.

MR. PRICE: That is, the company was incorporated in 1927?

THE CHAIRMAN: I do not think the witness really knows.

HON. MR. ROEBUCK: I will bring the records here in a few minutes. The Application for Incorporation is dated 18th May, 1926, and the name that was asked for in the Application was: "The Night Hawk Lumber Company Limited." Of course, there is no need to go into this now, because I am going to call an officer here. It is only to clear it up. It was incorporated on the 25th May, 1926.

THE CHAIRMAN: Does the file show when the Certificate to commence business was issued?

HON. MR. ROEBUCK: I have a copy of an order-in-council dated 21st October, 1926, changing the name of "The Night Hawk Lumber Company Limited" to that of "Edward Gagne Lumber Company Limited."

Q. Were you in the company when it was incorporated as "The Night Hawk Lumber Company Limited" or did you only come in later on when it was changed?

A. When I bought it it was the Night Hawk Lumber Company Limited.

Q. Who did you buy it from?

A. I bought it first from Mr. Tom LaFrance, and then Mr. John Ferguson.

Q. Did it have any assets at the time you bought in?

A. No; they had some money that they had paid up to the Government for the limit....

Q. Do you know how much they had paid up for the limit?

A. I think it was \$9,000.

Q. And Ferguson and LaFrance put that money up?

A. Yes.

Q. And then you bought in and put in \$33,000? (No response.)

THE CHAIRMAN: He said he put in \$13,000 to buy out LaFrance and Ferguson, and that the \$33,000 went into the operation.

WITNESS: That is for the equipment, horses, etc.

HON. MR. ROEBUCK: Q. As the operation proceeded you put in more money?

A. No—

THE CHAIRMAN: We are going to stop these proceedings in this Committee until we have a little order. It is not fair to counsel and not fair to the reporter. It is no use trying to proceed as long as persons are going to continue making speeches.

HON. MR. ROEBUCK: Q. Would it be more than the first payment of \$33,000?

A. I could not tell you exactly.

Q. You can give us some idea whether it was \$1,000 or \$100,000. It would not be either amount, I suppose?

A. It was around \$35,000.

Q. That is, an additional \$35,000?

A. No, altogether.

Q. Altogether about \$35,000?

A. Yes.

Q. And then you were to divide the proceeds one-third each?

A. Yes.

THE CHAIRMAN: I do not think you heard the witness's answer to one question. He said he first bought out LaFrance and then Ferguson, and then he and Morel were to go fifty-fifty.

WITNESS: No; I did not say that.

THE CHAIRMAN: Q. You said you were alone with Morel at the end?

A. Yes, but I did not say we were fifty-fifty. He was to have a third, and he was to pay for his shares with the money from dividends, but there were no dividends.

Q. You were to get two-thirds and Mr. Morel was to get one-third?

A. Yes.

THE CHAIRMAN: That is clear now.

HON. MR. ROEBUCK: Q. Where did all the money go to, Mr. Gagne?

A. I could not tell you exactly where it goes, but it took a lot of money to go in there.

Q. You collected more than \$200,000 on these tie contracts?

A. Yes, but I spent a lot of money. Wages were high and provisions were high, and I had no contract the next year and there was the overhead expense.

By MR. PRICE:

Q. What was the first year you got a contract?

A. 1927.

Q. That is, you had some contracts with the T. & N. O. Commission in 1927?

A. Yes.

Q. Was the company known as "The Night Hawk Lumber Company" then?

A. The company started with the name of "The Night Hawk Lake Lumber Company" and then there was some kick from the Night Hawk Lumber Company about the name.

Q. You say there was some trouble about the name of "Night Hawk Lumber Company" and you had to change it and did change it to The Edgar Gagne Lumber Company Limited?

A. Yes.

Q. So that you operated from 1927 under the name of "Edgar Gagne Lumber Company Limited"?

A. Yes.

Q. Then you said you lost money because you did not have a contract and had to keep your horses and equipment, and so on. What year was that?

A. 1928-1929.

Q. During the year 1928-1929 you did not have contracts?

A. No.

Q. Then what was the first year that you got a contract? Was it 1930?

A. The first year after 1927?

Q. Yes?

A. 1929-1930.

Q. And you had it for 1929-1930, 1930-1931 and 1931-1932?

A. No, 1929-1930 and 1930-1931.

Q. You had it for three years?

A. Yes.

Q. Now, these contracts apparently were let for 50,000 ties?

A. Yes.

Q. And then you ran over. How was it you ran over? Some time in 1931 you ran to 60,000, and in one year you ran to 85,000 ties. Explain that?

A. We cut more logs than would make 50,000 ties and they were willing to take a little more and so they took whatever we cut.

Q. They took what your cut was?

A. Yes.

Q. How was it you did not make a profit?

A. We had to take some white pine and spruce and cut clean, and the profit we made was left in the lumber, and you know how lumber went in 1930. So it took me until last fall to sell that lumber, mostly at any price at all.

Q. So that out of the whole operation you claim you did not make any money?

A. No, sir.

Q. And there was no divided issued on any of the stock?

A. No, sir.

Q. Was the stock all issued in your name, do you remember? (No response.)

Q. When you paid any money to the company did you have the stock issued in your name, or how was that handled?

A. I could not tell you.

Q. You were really, when you bought out Mr. John Ferguson and Mr. Tom LaFrance, the sole stock holder in the company?

A. Yes.

Q. No one else had any stock?

A. No.

Q. And Mr. Morel never drew any money out of the company?

A. No.

A. And never got paid a dividend on it?

A. No.

By HON. MR. ROEBUCK:

Q. He did not get anything out of it, you say, but he got the right to own the shares, one-third of the shares? (No response.)

MR. PRICE: He says as far as he can understand they were all in his name.

HON. MR. ROEBUCK: Q. That is true, that the shares were all in your name, but it was understood between you that he was to have the right to take a third of the shares and pay for them out of the dividends?

A. Yes.

Q. So that he did get one-third of the shares.

MR. PRICE: No; he never got any dividends and never got any shares.

HON. MR. ROEBUCK: Q. He had the shares although they stayed in your name, and he was to pay for them out of the dividends he might receive? (No response.)

MR. PRICE: That is correct.

HON. MR. ROEBUCK: I am asking the witness.

THE CHAIRMAN: Q. I understand that you are not an educated man?

A. No; I am not.

THE CHAIRMAN: It is quite evident that the witness does not understand legal phraseology. He said in the end he was to get two-thirds of the profits and Mr. Morel was to get one-third.

WITNESS: If we made any money.

HON. MR. ROEBUCK: Q. You did not make any money?

A. No.

Q. Did you lose some money?

A. I pulled out about even.

Q. If there had been any losses, who was to bear those?

A. Myself.

Q. You were to bear the losses. You did not expect Mr. Morel to pay any of the losses?

A. No.

Q. He was only to get one-third of the profits if there were any?

A. Yes.

Q. Was there any writing as between yourself and Mr. Morel? Did you write letters or have any agreement?

A. No, sir.

Q. It was all just verbal, just spoken?

A. Yes.

Q. Just an understanding between you, a spoken understanding?

A. We had a meeting in Mr. McCaughey's office in North Bay, but I never paid much attention.

Q. So, so far as you know you did not have any written agreement with Mr. Morel that he was to have a third of the profits?

A. No, sir; not between me and him.

Witness withdrew.

JOHN DAVID LAW, sworn. Examined by HON. MR. ROEBUCK:

Q. I show you a file. What is it?

A. That is the company file of the Edgar Gagne Lumber Company, Limited.

Q. Will you run through that file from the first and tell us what it shows?

MR. GLASS: It speaks for itself.

HON. MR. ROEBUCK: Q. Where does the file come from?

A. From the Provincial Secretary's Department.

MR. PRICE: Q. Are you an official in the Department?

A. Yes, sir.

HON. MR. ROEBUCK: Q. It is the official file of the Department with respect to that company?

A. Yes, it is.

Q. Tell me what it shows?

A. It shows the Application for Incorporation.

Q. By whom?

A. Sent to the Department by C. S. McCaughey, Barrister, North Bay.

Q. And who makes Application for Incorporation?

A. The applicants are George Alexander McCaughey, Harry James Reynolds, Irene Robson, Frances Hawthorne and Charles Samuel McCaughey.

Q. Apparently just the staff of the lawyer's office?

A. Yes.

Q. What is the name that the Application is made under?

A. "Night Hawk Lumber Company Limited."

Q. What is the capitalization?

A. 40,000 shares of one dollar each.

Q. How many directors was the company to have?

A. Five directors.

Q. Five directors?

A. Yes.

Q. Are you sure?

A. Yes.

Q. Five of the shareholders of the Applicants were to be directors?

A. Well, there are five Applicants shown.

Q. Right on the application itself you will find who are to be the provisional directors, and that sets the number of directors which the company later on has?

A. Yes, there are three directors.

Q. Who are the provisional directors?

A. George Alexander McCaughey, Charles Samuel McCaughey and Harry James Reynolds.

Q. What is the next thing the file shows in chronological order?

A. The next document on file is the Gazette notice showing the date of incorporation, which is the 25th May, 1926. It also shows the powers of the company?

Q. Generally, what are the powers of the company?

A. To buy, sell and deal in and to engage in the manufacture of wood, timber and lumber and their products, and in the manufacture of the products of metal in any form, and in general merchandise of all kinds.

Q. That is to say, a lumbering and mining company?

A. Yes.

Q. What shows next after the Gazetting of the company?

A. There is a copy of the charter on the file.

Q. Which will be along the same lines?

A. Yes.

MR. PRICE: What returns are there on the file?

HON. MR. ROEBUCK: I am coming to that in a moment.

Q. There is the change of name, is there not?

A. The next is an affidavit of Mr. John Ferguson.

Q. That is, that the name is unobjectionable, is that it?

A. Yes.

Q. That is quite usual. Jump to the change of name.

MR. GLASS: There is an Order-in-Council in the file.

HON. MR. ROEBUCK: Q. Nothing further seems to have taken place until the Order-in-Council is passed changing the name?

A. There is the Order-in-Council dated 21st October, 1926, changing the name from "Night Hawk Lumber Company, Limited" to "Edgar Gagne Lumber Company, Limited."

Q. What returns are there?

A. The first return is December 31st, 1926.

Q. And what does it show?

A. It shows the directors: John Ferguson, North Bay; Edgar Gagne, Field, Ontario, Secretary-Treasurer, and Harry Morel, Mattawa, Ontario, as a Director.

Q. And I suppose it recites that it is a company of 40,000 shares?

A. The capital is \$40,000 divided into 40,000 shares at \$1 each.

Q. Is that all that is shown?

A. It shows the issued capital, 25,000 shares, \$25,000, and an affidavit by the president and secretary.

Q. The affidavit proving the return is sworn by whom?

A. Edgar Gagne, and W. J. Robinson.

Q. And dated August 17th, 1928?

A. Yes.

Q. What does the next return show?

A. The next return is dated December 31st, 1927.

Q. What directors are shown there?

A. The president is Edgar Gagne; secretary, William Robinson, and director Harry Morel.

Q. And further substance in the return?

MR. PRICE: Q. What date?

A. December, 31st, 1927.

HON. MR. ROEBUCK: Q. No further substance in it?

A. Except there is a change in the issued capital. On this return it shows 30,000 shares, \$30,000.

Q. That shows a further issue of capital of 10,000 shares?

A. 5,000; the last was 25,000 and this is 30,000.

Q. It shows a further issue in the interval of 5,000 shares?

A. That is correct.

Q. Whose affidavit verifies this return?

A. It is verified by the president, Edgar Gagne, and the secretary, W. J. Robinson.

Q. They held those positions in the first return, did they not, as president and secretary?

A. Yes.

Q. What is your next return?

A. In the previous return Mr. Gagne was secretary-treasurer and in this return Mr. Robinson is secretary-treasurer.

Q. The affidavit in the first return says that Edgar Gagne is president and Mr. Robinson is secretary. Is not that the same here?

A. Yes, that is shown; I was reading the list.

Q. You were reading the list of names?

A. Yes.

Q. But the affidavit shows in both instances that Edgar Gagne is president and W. J. Robinson is secretary?

A. Yes.

Q. Give me the next return?

A. The next return is dated December 31st, 1928, showing the president, Edgar Gagne, and the secretary-treasurer, Walter Collins; and directors: Harry Morel, Edgar Gagne and Walter Collins.

Q. Any changes shown?

A. No; the capital is the same as the previous return.

Q. 30,000 shares, \$30,000?

A. Yes, that is the issue.

Q. Any more returns?

A. Yes, the next return is dated December 31st, 1929.

Q. What does it show?

A. It shows the same board of directors as the return in 1928.

Q. And the same issued capital?

A. Yes.

Q. 30,000 shares?

A. Yes.

Q. And it is proven by the affidavit of whom?

A. Edgar Gagne and Walter Collins.

Q. Gagne as president and Collins as secretary-treasurer?

A. Yes.

Q. And the next return?

A. The next return is dated December 31st, 1930.

Q. And it shows what?

A. It shows the same board of directors and the same amount of capital. The affidavit is the same as the previous return: Edgar Gagne, president, and Walter Collins, secretary.

The next return is dated December 31st, 1931, and shows a change of the board of directors: president, Edgar Gagne; secretary-treasurer, Rene Gagne; directors Harry Morel, Edgar Gagne and Rene Gagne. The capital is the same as in the previous return. The affidavit is by Edgar Gagne as president and Rene Gagne as secretary-treasurer.

There is no return for the year 1932.

The next return is dated March 31st, 1933.

MR. GLASS: Q. Is there not a return for 1932 there?

A. No; the date was changed; it was a fifteen months' period. It shows the president as Edgar Gagne and the secretary-treasurer, Rene Gagne, and directors: Harry Morel, Edgar Gagne and Rene Gagne.

HON. MR. ROEBUCK: Q. No change from the last return?

A. No.

Q. The same board of directors?

A. Yes.

Q. And the same capital?

A. Yes.

Q. And the affidavit is by whom?

A. By Edgar Gagne as president and secretary-treasurer. There is just one signature recorded on that return.

Q. What is the next one?

A. The next return is dated March 31st, 1934. The Board is the same with the exception of Mr. Collins; his name is added to this Board, and the capital is shown as the same.

Q. Mr. Morel does not show in that return?

A. No.

MR. PRICE: Q. What year?

A. March 31st, 1934. The affidavit is by Edgar Gagne as president and secretary-treasurer.

MR. PRICE: No questions.

THE CHAIRMAN: Do we need to put that file in as an exhibit?

MR. PRICE: I do not think so.

Witness withdrew.

WILLIAM HARVEY, sworn. Examined by HON. MR. ROEBUCK:

Q. What position do you hold?

A. Clerk in the office of the Clerk of the Crown in Chancery.

Q. In that capacity have you the records showing the names of the members of the Provincial Legislature for Ontario?

A. Yes.

Q. Does the name of Harry Morel appear in the records of the House?

A. It does, sir.

Q. When does it first appear?

A. The certificate of the Clerk of the Crown in Chancery records his name as appearing first in the Legislature which was summoned to meet in 1909.

THE CHAIRMAN: The witness has a list here, Mr. Roebuck.

HON. MR. ROEBUCK: Q. You do not need to look at the books. I see you have them there. You have a memorandum?

A. Yes.

Q. Tell me how long did Harry Morel remain a member of the Legislature?

A. He was elected in 1908, 1911, 1914, 1923, 1926 and 1929, and resigned in 1930 in order to run for the Dominion House.

Q. Can you tell me the date of his resignation?

A. (Reading from Journals of Legislative Assembly of the Province of Ontario, Vol. LXV. 1931):—

“This is to Certify that in virtue of a Writ of Election, dated the Seventeenth day of September, 1930, issued by the Honourable the Lieutenant-Governor, and addressed to William Martin, Esquire, Returning Officer for the Electoral District of Nipissing, for the election of a Member to represent the said Electoral District of Nipissing in the Legislative Assembly of this Province, in the room of Henry Morel, Esquire, who, since his election as representative of the said Electoral District of Nipissing, has resigned, Charles R. Harrison, Esquire, has been returned as duly elected as appears by the Return of the said Writ of Election, dated the Twelfth day of November, 1930, which is now lodged of record in my office.

“C. F. BULMER,

“*Clerk of the Crown in Chancery.*”

“Toronto, January 30th, 1931.”

Q. So the resignation would be immediately prior to that?

A. Yes.

Q. I want that date, witness?

A. Yes.

Q. What Riding did he represent?

A. Nipissing.

Q. Was he continuously a Member of the House from 1908 until his resignation?

A. Mr. Morel was defeated in 1919.

Q. He was elected first in 1908. He was not a Member from 1919 to 1923?

A. No.

THE CHAIRMAN: The U.F.O. Government.

HON. MR. ROEBUCK: That would be the General Elections of those two years?

A. Yes.

MR. PRICE: No questions.

Witness withdrew.

HON. MR. ROEBUCK: Mr. Chairman, it is now a quarter to one. I am closed on this particular event with the exception that I want the exact date of the resignation of Mr. Henry Morel.

THE CHAIRMAN: Mr. Harvey will bring that to-morrow.

MR. HARVEY: Yes.

MR. PRICE: I would like to know when the notification went out for these two witnesses I have subpoenaed.

THE SECRETARY: The notification for Critchley went out on Friday and for Wicks on Saturday.

MR. PRICE: It seems to me extraordinary that those notices would go out and these men not be here, whereas Mr. Gagne, who was subpoenaed at the same time, comes here. Now, Mr. Chairman, I do not want to object particularly to witnesses not being here, because there is always some doubt as to whether we are going to sit; but I think these two witnesses, Critchley and Wicks, should be brought here, and should be given their conduct money. I cannot see any excuse for not giving them their conduct money.

THE CHAIRMAN: We received a telegram yesterday stating that Mr. Wicks would be here this morning.

THE SECRETARY: And in Critchley's case Inspector Killings said he had informed the Provincial Police yesterday afternoon that he did not have any money with which to come here, and when they offered him money he refused to take it and said he would get it where he knew he could get it, and told the officer he would not be coming down until Thursday morning.

MR. LANG: There is no bank in Monteith. I could understand him not being able to get money at a moment's notice there.

MR. PRICE: Mr. Chairman, I would like you to see that these two witnesses are brought here.

THE CHAIRMAN: I thought Critchley would be here to-day and Mr. Gagne to-morrow, but their attendance has been reversed. Mr. Gagne came down without his records, as requested.

MR. PRICE: Has Wicks been served?

THE SECRETARY: Yes.

MR. PRICE: Is there any reason why he should not be here to-morrow morning?

THE SECRETARY: There is some doubt about it. Possibly you had better call Inspector Killings.

MR. PRICE: I am not responsible for it. I asked the Committee to subpoena these witnesses and they are not here.

THE SECRETARY: Both witnesses have been subpoenaed.

THE CHAIRMAN: If a witness does not accept money offered and obey the subpoena we may have to issue a warrant for his arrest. The police have offered him the money and he would not take it. The other witnesses have paid their own expenses and were reimbursed when they arrived here.

MR. LANG: Do you know when Critchley was served?

THE SECRETARY: He was offered the money after he was served.

MR. LANG: He would have a very short time to get on the train.

MR. PRICE: I understand that Critchley and Wicks will be here to-morrow morning.

HON. MR. ROEBUCK: If either of them arrive I will consent, of course, to their being examined first, and then we will go on with some other one of these cases.

THE CHAIRMAN: In view of the fact that Critchley was offered conduct money by the police we can issue a warrant for his arrest and bring him here:

MR. PRICE: I do not want any drastic action taken.

MR. GLASS: This telegram reads:

"Will arrive Thursday morning on number forty-six.

“(Sgd.) P. H. CRITCHLEY.”

MR. PRICE: I will be here to-morrow morning.

THE CHAIRMAN: Then we shall adjourn until ten o'clock to-morrow morning.

HON. MR. HENRY: Mr. Chairman, is there any possibility of Contract No. 21 being dealt with to-morrow?

HON. MR. ROEBUCK: No. I will give you my assurance that we will not take up that matter to-morrow morning.

Whereupon the Committee adjourned at 12.55 o'clock p.m. until 10.00 o'clock a.m. on Thursday, April 2nd, A.D. 1936.

EIGHTH SITTING

Parliament Buildings, Toronto,
Thursday, April 2nd, 1936, at 10.00 a.m.

THE CHAIRMAN: We will proceed, gentlemen, and call the roll later. Are you ready, Mr. Roebuck?

HON. MR. ROEBUCK: Yes.

THE CHAIRMAN: Mr. Price is not here yet. Whom do you wish to call?

HON. MR. ROEBUCK: Are we going on without the Opposition being present?

THE CHAIRMAN: Yes, we cannot wait.

HON. MR. ROEBUCK: I will call Mr. Harvey.

WILLIAM HARVEY, resumed the stand.

HON. MR. ROEBUCK: Q. Mr. Harvey, you were going to give us the exact date of the resignation of Mr. Harry Morel from the Legislature?

A. The Return from the Records of the By-election to the Legislative Assembly of 1930, Sessional Paper 25, shows that Mr. Morel resigned. The reason for his resignation was that he was running for the Dominion Legislature. He resigned on June 30th.

THE CHAIRMAN: June 30th, 1930?

A. Yes. In the Journals of the House is reprinted a copy of the resignation.

HON. MR. ROEBUCK: Read it.

WITNESS: It reads:

"To the Honourable the Speaker of the Legislative Assembly of the Province of Ontario.

"Sir,

"I hereby declare my intention of resigning my seat in the Legislative Assembly of Ontario for the Electoral Division of Nipissing.

"And I do hereby resign the same.

"And I make this declaration and resignation under my hand and seal in the presence of the undersigned witnesses.

"Signed and Sealed on this 30th day of June, A.D. 1930.

"Signed and Sealed in our Presence on the day and the year above written.

"(Signed) H. MOREL.

"Witness: (Signed) C. A. FINK,
P. J. SIMPSON."

HON. MR. ROEBUCK: That is all.

MR. ELLIS: No questions, Mr. Chairman.

THE CHAIRMAN: Who is the next witness?

HON. MR. ROEBUCK: That closes that particular division. We will now go into the contract with A. J. Kennedy. I will call Mr. Alford.

Witness withdrew.

GEORGE BERTRAM ALFORD, resumed the stand.

THE CHAIRMAN: You are already sworn, Mr. Alford.

HON. MR. ROEBUCK: Q. Mr. Alford, you are the Purchasing Agent of the T. & N. O. Railway?

A. Yes, sir.

Q. Stationed at North Bay?

A. Yes, sir.

Q. And have been Purchasing Agent for how many years?

A. Thirteen years.

Q. I now show you a file; do you recognize it?

A. Yes, sir, I do.

Q. What is it?

A. It is a file dealing with the A. J. Kennedy contract.

HON. MR. ROEBUCK: We will mark this file as an exhibit, Mr. Chairman.

THE CHAIRMAN: That will be Exhibit No. 13. What do you wish to call it, Mr. Roebuck?

HON. MR. ROEBUCK: It pertains to the A. J. Kennedy contract. The whole file relates to the A. J. Kennedy matter, which we are now investigating.

THE CHAIRMAN: Then Exhibit No. 13 will be designated as the file of correspondence relating to the A. J. Kennedy contract?

HON. MR. ROEBUCK: Yes.

The first letter to which I would call attention, Mr. Chairman, is a letter written by the Purchasing Agent and Storekeeper to A. J. Kennedy, New Liskeard, Ontario.

THE CHAIRMAN: What is the date of that letter?

HON. MR. ROEBUCK: It is dated April 28th, 1927, and reads:

"Dear Sir:

"Re Ties

"In addition to ties now on hand for our various requirements, we will need an additional quantity and am anxious that you have an opportunity to supply us with a good portion of our needs.

"The prices to govern purchases are 75 cents for No. 1, 65 cents for No. 2 and 40 cents for culls, f.o.b. cars, you to pay Crown Dues and tax, if any. Could you furnish us with 30,000 ties or more, say, 30,000 to 40,000 ties.

"Your reply at your convenience will be much appreciated."

I call the attention of the Members of the Committee to the phrase: "You to pay Crown Dues and tax if any."

Q. Tell me, Mr. Alford, who is A. J. Kennedy, or who was A. J. Kennedy?

MR. PRICE: What year is that?

HON. MR. ROEBUCK: 1927.

WITNESS: I knew of him, sir, as being associated with the Legislature.

Q. That is, he was a Member of the Legislature?

A. Yes, sir.

Q. For the riding of Temiskaming?

A. Yes, sir.

Q. For a number of years?

A. Yes, sir.

Q. Do you know the exact number of years?

A. No, sir, I do not.

Q. Can you tell me whether he was a Member of the Legislature at the time this letter was written in 1927?

A. I believe that he was, sir.

Q. We will prove his exact membership in due time. It is my understanding that he was a Member of the Legislature at that time.

MR. GLASS: Yes, he was. The correspondence will prove that.

HON. MR. ROEBUCK: The next letter to which I wish to refer is a letter from A. J. Kennedy to Mr. Alford, dated April 29th, 1927, and it is written on the stationery of the Legislative Assembly of the Province of Ontario:—

“This will acknowledge yours of the 28th inst., re Railway Ties. We can furnish from 40,000 to 60,000 ties f.o.b. cars at Connaught station during June and July of this year.

“The price you mention is what you pay others. Will you send me specifications and if you will take ties sayed [sic] on four sides those would be about same run of ties as you got from T. S. Woolings two years ago.

“Yours truly,

“(Signed) A. J. KENNEDY.”

MR. GLASS: Mr. Price, the handwriting in these letters is very difficult to decipher, but these have been very carefully deciphered and typed out.

MR. PRICE: Mr. Chairman, I was a little late arriving on account of my car being held up. I wanted to ask if Mr. Critchley was here this morning.

HON. MR. ROEBUCK: Yes, he is here. Would you like to call him now?

MR. PRICE: I would like to call him soon. Mr. Wickes is not here, I understand?

HON. MR. ROEBUCK: No.

MR. PRICE: I telephoned to Cochrane last evening as there seemed to be some dispute as to why Mr. Wickes was not here. I found that he had been subpoenaed to attend on Monday last, but did not receive the subpoena until after last Monday. On that account he was waiting for advice as to when he would be required. The train leaves there at 1.00 o'clock or 1.30 o'clock, and I would like, Mr. Chairman, if you would arrange for a telegram to be sent him to make certain that he will be here in the morning. He can take that train and arrive here in the morning, if you are going to sit in the morning; if not, on Saturday morning. I would like to finish my witnesses as soon as possible.

HON. MR. ROEBUCK: There is no objection to sending a telegram.

MR. PRICE: I should like the telegram to be sent immediately.

HON. MR. ROEBUCK: Do you want to break into this matter and go on with Mr. Critchley?

MR. PRICE: How long will you be dealing with the Kennedy matter?

HON. MR. ROEBUCK: I have only to deal with this file.

MR. PRICE: Go ahead; I will take Mr. Critchley after that.

HON. MR. ROEBUCK: The next letter is from the Purchasing Agent and Store-keeper of the T. & N. O. Railway addressed to Mr. A. J. Kennedy, New Liskeard, Ontario. This letter is dated May 5th, 1927, and reads:—

“Dear Mr. Kennedy:

“*Re Ties*

“Following correspondence and interview with our Tie Inspector, Mr. W. S. Wagar.

“This will be your authority to proceed, with the understanding that we will take from you at least 40,000 ties f.o.b. cars at Connaught.

“We understand that you are agreeable to storing the ties for us until we actually require the ties and that you will load for us when called upon to do so.

“We notice that you are figuring on getting out more than 40,000 ties and that you may have up to 60,000 ties at completion of your operations. We will have your operations in this regard followed up and will give our very best thought and consideration towards taking up the quantity in excess of 40,000 ties.”

On May 9th we have a copy of a letter from Mr. A. J. Kennedy to Mr. Alford, reading:—

“Dear Mr. Alford:

“Thanks for small favours and sorry you could not make it 50 or 60 thousand as I would like to set apart all the logs that would make ties when we are culling ties.

“But I will see Grant and try and arrange part of his, if you are all supplied.”

He was going to get an assignment from Grant and in that way make up the sale of all the ties he cut if he cut more than had been purchased.

MR. PRICE: Does it mention where the limit was?

HON. MR. ROEBUCK: No, not yet.

The next is a letter from Mr. A. J. Kennedy to Mr. Alford, dated July 4th, 1927, and reads:

“Dear Mr. Alford

“On my return I received your wire re ties at Connough . . .”

MR. GLASS: That name should be spelled “Connaught.”

HON. MR. ROEBUCK: Continuing the letter:—

“Nothing more can be done until the finish of your logs which will be

some three weeks. I would like to meet you if you can arrange as when the ties are cut there is no place to pile them only on cars at the mill and will have to be moved away and hope you will be in position to accept them on works. Will you purchase the lumber? Would be pleased if you would as the layout is bad. Awaiting your reply when I can arrange to meet you."

The next letter is from the Purchasing Agent and Storekeeper of the T. & N. O. Railway to Mr. J. A. O'Donnell, Tie Inspector, Connaught, Ontario. This letter is dated July 22nd, 1927, and reads:—

"We made no arrangements about the lumber in this regard, but would ask you to follow up very closely the obtaining of ties as covered by our order for 40,000 ties to be delivered during July, August and September.

"We may have Wagar interview Kennedy about the lumber, but we do not see how we can accept any of the lumber from the operations, but am anxious to give Kennedy a good deal."

It is a nice thing to be kind to Members of Parliament.

MR. PRICE: By whom is that letter written?

HON. MR. ROEBUCK: By the Purchasing Agent and Storekeeper of the T. & N. O.

MR. PRICE: What was his name?

HON. MR. ROEBUCK: "GBA/MT."

WITNESS: That is myself.

HON. MR. ROEBUCK: Q. That is your letter, Mr. Alford?

A. Yes, sir.

HON. MR. ROEBUCK: The next letter is one from Mr. A. J. Kennedy to Mr. Alford, dated at New Liskeard, July 22nd, 1927.

MR. ELLIS: Who is Mr. A. J. Kennedy?

HON. MR. ROEBUCK: He was a Member of Parliament from Temiskaming at that time.

MR. ELLIS: I knew you were going to say that.

HON. MR. ROEBUCK: I had already said that.

MR. PRICE: Mr. Kennedy held limits for years, away back twenty years ago, from 1914 on. He was in the lumber business.

MR. ELLIS: Go ahead and read the letter.

MR. PRICE: Yes, go ahead.

HON. MR. ROEBUCK: This letter is dated July 22nd, 1927, and is from Mr. A. J. Kennedy to Mr. Alford. It reads:—

“Returned from Connough and am cutting the ties and do hope you can place as many as possible on the works so as to save handling, as it is a hold-up the price they are charging us for culling them.

“We will have some 60,000 pieces for next spring, somewhere between 75,000 to 100,000 ties if you will be in the market would like you to remember this amount as we are started culling in the woods now.”

He is getting ready for next season's operations.

I next produce a letter from the Purchasing Agent and Storekeeper to Mr. W. H. Maund, Secretary-Treasurer, dated August 5th, 1927. This letter reads:—

“Dear Sir:—

“Re Ties—A. J. Kennedy

“We attach herewith signed copy of Order No. 1697 with A. J. Kennedy, New Liskeard, covering 40,000 to 60,000 8-foot ties.

“We also enclose bill payable T-171 favor A. J. Kennedy in amount \$9,188.40 covering ties received on this order, as indicated on attached Progress Certificate No. 1.

“Please issue voucher for the full amount and forward direct to Mr. Kennedy at New Liskeard.”

Q. Witness, would you mind telling me what this document is on the general file?

A. Progress Certificate No. 2 and final statement of our return on that contract to the Treasurer.

Q. I call your attention to “Sales Tax 4%—\$1,291.44.” Is that an allowance made to Mr. Kennedy?

A. Will you permit me to make a general statement rather than answering that question yes or no?

MR. PRICE: Yes.

HON. MR. ROEBUCK: Yes.

WITNESS: When the arrangement was entered into with Mr. Kennedy, these preces were to include the tax.

Q. Include the tax?

A. Yes, sir, include the tax. And the prices that the Railway were paying prior to this were higher than these prices, as indicated. And after they had

decided on these prices to include the tax they subsequently felt that the reduction was too great.

THE CHAIRMAN: Whom do you mean by "they"?

A. The management.

HON. MR. ROEBUCK: Q. That is, the Commission?

A. The Commission.

Q. The Commission thought they had driven too hard a bargain with this Member of Parliament?

A. They thought it was driving too hard a bargain.

Q. They were sorry for him, you mean?

A. And they subsequently decided that they should pay.

Q. Pay his sales tax for him?

A. Pay his sales tax for him.

Q. Can you give me the name of any other contractor at this time to whom the Commission was charitable in this way?

A. No, sir, not to my recollection.

Q. You would not expect them to be charitable to everybody like that, would you?

MR. PRICE: What was that?

HON. MR. ROEBUCK: I asked him if he expected them to be charitable to everybody, like in that instance.

THE CHAIRMAN: Surely the witness does not mean that the Commission repudiated the contract with Mr. Kennedy?

MR. GLASS: No, Kennedy repudiated it.

HON. MR. ROEBUCK: They changed the terms of the contract. However, I think it should be said in extenuation for the T. & N. O. Railway that it was with the consent of the other party.

THE CHAIRMAN: Probably that is correct—repudiation by consent.

MR. PRICE: That is by agreement.

HON. MR. ROEBUCK: Q. I notice that the total amount of the ties shown in this Progress Certificate for No. 1, 2 and cull ties is \$41,121.05, from which is taken a previous estimate of \$8,835. That is an amount already paid on account?

A. Yes, sir.

Q. Which reduces the amount then owing to Mr. Kennedy to \$32,286.05; and that not being sufficient under the circumstances, the Commission adds to that \$1,291.44, because they are sorry for Mr. Kennedy, and that makes a total amount due of \$33,577.49. Have I correctly expressed it?

A. That is right.

THE CHAIRMAN: To make it clear to the Committee and to myself, what would be the amount of sales tax paid by the Commission on each tie?

MR. MARCEAU: Almost 3 cents.

MR. GLASS: 4% is the sales tax. That is collected by the Dominion Government and has nothing to do with the Commission. The vendor always pays that.

HON. MR. ROEBUCK: The total ties to date is shown to be 29,821, No. 1; 24,370, No. 2, and 7,287 cull ties, but as they run at prices, as follows: 75 cents, 65 cents and 40 cents, it is difficult to estimate the increase per tie.

THE CHAIRMAN: I understand that.

HON. MR. ROEBUCK: But it is 4% on the gross amount, the sales tax being paid to the Dominion Government, and having been paid, presumably, by Mr. Kennedy.

MR. GLASS: It has not yet been paid.

HON. MR. ROEBUCK: Presumably it had been paid at this time.

THE CHAIRMAN: What did it amount to on the total sales price?

HON. MR. ROEBUCK: The total amount is \$1,291.44, and from a little item in the left hand corner of the statement it is clear that that is the amount of sales tax on these ties, because it is there figured out. So that the whole sales tax was paid by the T. & N. O. Railway, notwithstanding the paragraph in the letter of April 28th, 1927, which has been filed, and which in plain terms states: "You to pay Crown dues and tax if any."

MR. MARCEAU: Did I understand rightly that this tax had not been paid to the Dominion Government?

MR. GLASS: It had been paid a year or two afterwards.

HON. MR. ROEBUCK: I will show that in a moment. I will now read from a letter dated September 12th, 1927, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway to Mr. W. H. Maund, Secretary-Treasurer:—

"Dear Sir:

"Re Ties—A. J. Kennedy

"Herewith bill payable T-177 favor A. J. Kennedy, New Liskeard, in

amount \$33,577.49, covering final payments on tie contract as indicated by attached Progress Certificate No. 2. Please issue voucher for the full amount and forward direct to Mr. Kennedy."

Q. Now, is it usual, witness, to pay the amount before the clearance from the Department is in your hands?

A. No, sir, it is not usual.

Q. Can you show me any clearance of Crown dues in this file up to date?

A. There does not appear to be a clearance on that file, sir.

MR. PRICE: Might there be a clearance some place in the offices of the Commission and not on the file?

A. If it were in the T. & N. O. records, it should be on that file.

Q. Have you looked to see whether it is any place else?

A. We have tried to locate it, but the clearance is not there.

Q. The clearance is not there?

A. No, sir.

Q. Did you enquire of the Department to find out whether a clearance had been made?

A. I believe we made a request for a clearance, and I would say that Mr. Kennedy having a connection with the Legislature, and knowing him to be a man of reputation and an operator in that district, there would not be any difficulty on the part of the Railway in finally having that matter adjusted to their satisfaction.

Q. Then it would be an oversight if there had not been an adjustment?

A. Yes, I would say so; that the clearance should have been there.

EXHIBIT No. 13: File of correspondence relating to the A. J. Kennedy Contract:—

(a) Letter dated April 28th, 1927, from the Purchasing Agent and Storekeeper, T. & N. O. Railway, to A. J. Kennedy, New Liskeard.

(b) Letter dated April 29th, 1927, from A. J. Kennedy to G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway.

(c) Letter dated May 5th, 1927, from Purchasing Agent and Storekeeper, T. & N. O. Railway, to A. J. Kennedy, New Liskeard.

(d) Letter dated May 9th, 1927, from A. J. Kennedy to G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway.

- (e) Letter dated July 4th, 1927, from A. J. Kennedy to G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway.
- (f) Letter dated July 22nd, 1927, from Purchasing Agent and Storekeeper, T. & N. O., to J. A. O'Donnell, Tie Inspector, Connaught, Ontario.
- (g) Letter dated July 22nd, 1927, from A. J. Kennedy to G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway.
- (h) Letter dated August 5th, 1927, from Purchasing Agent and Storekeeper, T. & N. O. Railway, to W. H. Maund, Secretary-Treasurer.
- (i) Letter dated September 12th, 1927, from Purchasing Agent and Storekeeper, T. & N. O. Railway, to W. H. Maund, Secretary-Treasurer.

HON. MR. ROEBUCK: I am producing Exhibit No. 2 on which I notice the name of A. J. Kennedy, M.P.P. Now, the M.P.P. has been added in pencil, and evidently is not part of the statement. This shows Mr. Kennedy to have supplied 54,191 No. 1 and No. 2 ties, for which he was paid \$39,734.50; also 7,282 No. 3 ties, for which he was paid \$3,031.39, at prices, 75 cents, 65 cents and 40 cents respectively.

MR. PRICE: That is for 1927?

HON. MR. ROEBUCK: Yes. I notice that in this year there are some very large purchases. For instance, I see a purchase from Woollings for 140,000.

MR. PRICE: That is the same as the other.

HON. MR. ROEBUCK: True, and a number of other contractors. The settlers received the following amounts: 8,189, Nos. 1 and 2; and 1,991 No. 3's, for which they received \$5,629 for the Nos. 1 and 2, and \$796.40 for No. 3.

For the moment, that finishes this matter. The next division is Kennedy and Gibson. There will be evidence applying to both of them.

MR. PRICE: If you do not mind, I will now cross-examine.

HON. MR. ROEBUCK: Go ahead.

MR. MARCEAU: It is not clear in my mind where these ties were taken from. Were they taken off his own or somebody else's limits?

THE CHAIRMAN: I do not think that has come out in evidence.

MR. PRICE: I will examine on that.

HON. MR. ROEBUCK: Q. Is there any evidence appearing on the file, witness, that that amount of \$1,200 which was allowed by the T. & N. O. Railway to Mr. Kennedy as a gratuity for sales tax had actually been paid to the Dominion Government?

A. No, sir.

Q. There is no indication whether it was paid or not?

A. No, sir.

Q. So that the T. & N. O. Railway, when they made the allowance, did not know, certainly in a documentary form, that the money had been paid to the Dominion Government?

MR. PRICE: They may have known otherwise, of course.

HON. MR. ROEBUCK: I will show before long that they did not.

MR. PRICE: Q. Mr. Alford, how long have you been with the T. & N. O. Railway?

A. Close to 28 years.

Q. You went in right at the beginning? What year would that be?

A. October, 1908.

HON. MR. ROEBUCK: In order to keep this matter as complete as possible, I think it would be wise to now put in these cheques. The first cheque reads: "July, 1927, Progress Certificate No. 1, Ties, \$9,188.40." The next cheque reads: "August, 1927, Progress Certificate No. 2, Ties (final), \$33,577.49." The next reads: "July 18/29, Advance on Ties, \$3,733.80." I observe that it is dated 1929. The next cheque reads: "October 16/29, final payment on Ties, \$941.40." These cheques are endorsed in each case as follows:—

"Received August 15th, 1927, from Temiskaming and Northern Ontario Railway Commission, \$9,188.40, in full settlement of the above account.

"(Signed) A. J. KENNEDY."

"Received September 22nd, 1927, from Temiskaming and Northern Ontario Railway Commission, \$33,577.49, in full settlement of the above account

"(Signed) A. J. KENNEDY."

"Received August 5th, 1929, from Temiskaming and Northern Ontario Railway Commission, \$3,733.80, in full settlement of the above account.

"(Signed) A. J. KENNEDY."

"Received November 1st, 1929, from Temiskaming and Northern Ontario Railway Commission, \$941.40, in full settlement of the above account.

"(Signed) A. J. KENNEDY."

EXHIBIT No. 14: Four cheques from the T. & N. O. Railway Commission to A. J. Kennedy in the following amounts:—\$9,188.40; \$33,577.49; \$3,733.80; \$941.40.

THE CHAIRMAN: For the information of the Committee and myself, was the sales tax paid by the settlers, or are they exempt from the payment of sales tax?

MR. PRICE: No sales tax is paid by the settlers.

WITNESS: That is right.

HON. MR. ROEBUCK: There are no Crown dues paid by the settlers.

MR. PRICE: And no sales tax, I am told.

THE CHAIRMAN: Under what provision are they exempt from paying the sales tax?

MR. PRICE: I do not know what provision it is. It would probably be by an arrangement with the Federal Government. However, you can look that up.

HON. MR. ROEBUCK: It is not suggested that he failed to pay the sales tax on the ground that he was a settler, is it?

THE CHAIRMAN: No. I was wondering if the Commission paid the sales tax for Mr. Kennedy, whether they paid the sales tax for the settler and whether the settler was exempt.

WITNESS: The settler is exempt.

MR. PRICE: Q. I was asking you how long you had been with the Commission and you said you had been 28 years with the Commission. That would bring you down to 1908, when you entered the Department?

A. Yes, sir.

Q. What position did you hold at that time?

A. I was a junior. I entered there as a junior clerk in the Department.

Q. What was your next position?

A. I was moved up to a senior position; from that to Senior Clerk, and from Senior Clerk to Chief Clerk; from Chief Clerk to Acting Purchasing Agent and Storekeeper, and from that to my present position.

Q. In what year did you become Acting Purchasing Agent and Storekeeper?

A. 1923.

Q. What position did you hold before that?

A. Chief Clerk.

Q. When did you become Chief Clerk?

A. 1911. I had been Chief Clerk for eleven or twelve years prior to that.

Q. What is your present position?

A. Purchasing Agent and Storekeeper.

Q. You then had the purchasing of ties for the Commission under the direction of the Chairman?

A. Yes, sir.

Q. You got your instructions from the Commission, or from the Chairman?

A. Yes, sir.

Q. Having been with the Commission for that length of time, I suppose you know that Mr. Kennedy, along with Mr. Grant, had a Jack Pine limit in the Township of Hudson?

A. I knew that they were operators, but I would not know that. But they were in the lumber business.

Q. They were in the lumber business?

A. Yes.

Q. Back as far as 1914?

A. That is a good many years ago.

Q. I understand that Mr. Grant and Mr. Kennedy sold timber to the Commission in 1914?

A. Yes, sir.

Q. And before that time?

A. Around that time.

Q. Around that time this company had taken from their own limits and sold timber to the Commission? That is right, is it not?

A. Yes.

Q. Do you remember that Mr. Kennedy was in partnership with Mr. J. D. Gibson of South Porcupine?

A. Yes, sir, subsequent to that.

Q. Subsequent to that?

A. Yes, sir.

Q. So that we have Mr. Kennedy, in partnership with Mr. Grant, taking

out timber in the Township of Hudson, and supplying it to the Commission, and we also have him in partnership since then with Mr. Gibson of South Porcupine?

A. Yes, sir.

Q. Did they supply lumber at any time in addition to the Jack Pine?

A. Kennedy and Gibson?

Q. Yes?

A. I could not say that they did.

Q. This is long before Mr. Kennedy became a member of the Legislature?

A. Yes, sir.

Q. Coming down now to the 1927 contract, I see from Exhibit 2, which has been filed, that Mr. Kennedy had a contract with the Commission for certain ties totalling in value \$39,734.50, for Nos. 1 and 2; and \$3,031.39 for No. 3. That is correct, is it not?

A. Yes, sir.

Q. And the prices to Mr. Kennedy were 75 cents for No. 1, 65 cents for No. 2 and 40 cents for No. 3, while the settlers' rate was at the same rate?

A. Yes, sir.

Q. So that Mr. Kennedy, a contractor, got his contract in this instance at the same price as the settlers?

A. I would say that the price of 75 cents, 65 cents and 40 cents to the settlers was f.o.b. alongside the tracks, and that Mr. Kennedy would have been obliged to load. There is that difference.

Q. So that while the price was the same, the settler, as we have had proved in evidence a few days ago, did not have to load his cars; they were f.o.b. the siding, while the contractor, Mr. Kennedy, had to load his ties?

A. That is right, sir.

Q. So that the price to Kennedy was not quite as good, as far as he was concerned, as was the price to the settlers?

A. You can put that interpretation on it.

Q. The difference was the difference in the price of loading, whatever that was?

A. Yes.

Q. I point this out to you, that in the same year—that was in August, 1927—we have the Pontiac Lumber Company being paid 80 cents for No. 1; 70 cents for No. 2 and 45 cents for No. 3. In September, 1927, we have E. Boisclair being paid 80 cents for No. 1, 70 cents for No. 2 and 45 cents for No. 3. We also have Cossette and Company being paid 80 cents for No. 1 and 70 cents for No. 2. They are paid a higher price than Kennedy. I am not saying there is anything wrong in it, but Kennedy got the low price?

A. I cannot clarify that for you without more particulars. Those prices were set.

Q. I point out in fairness to you that in July the Woollings Company got a bigger contract, and they got it at 75 cents and 65 cents. The large contracts apparently were let at 75 cents, while the smaller contracts were let at 80 cents.

HON. MR. ROEBUCK: Q. Might I ask if this is not the fact; that the big contractors referred to did their loading while the little contractors did not do their loading?

A. That is right.

Q. And that the difference in price, referred to by Mr. Price, is due to the fact that one loaded at the higher price and the other did not load at the lower price?

A. Yes.

Q. So that Mr. Kennedy got the same price for the service he performed as the others got?

MR. CRAIG: Mr. Kennedy did load his ties.

HON. MR. ROEBUCK: I do not think the witness has said that.

MR. PRICE: Mr. Kennedy did load his ties.

WITNESS: Mr. Kennedy loaded his ties.

HON. MR. ROEBUCK: Q. How do you know that?

A. The contract is f.o.b. cars.

Q. The contract does not make much difference. The sales tax is included and it is for a specific amount which was not lived up to, so that the contract does not tell much?

A. Would not our final statement make that clear, sir?

Q. Where is that final statement?

MR. PRICE: I suppose that what you said about Kennedy is also true of Woollings, that he loaded his own ties, and Woollings had a big contract?

A. I would say yes.

Q. Woollings loaded his own ties?

A. Yes.

Q. And Kennedy would load his in the cars?

A. Yes.

Q. All the contractors paid at 75 cents would load their ties in the cars.

Mr. Roebuck pointed out that these small contractors who got 5 cents more did not load into the cars. For instance, take Cossette, who had a contract for a few thousand ties, he was paid 80 cents, 70 cents and 45 cents—5 cents more; Would he load into the cars?

A. I could not say from that statement as to whether Cossette and Company loaded those ties or not.

MR. GLASS: He only had a few hundred ties.

MR. PRICE: I do not think it is very important, Mr. Roebuck; if you can find out, all right.

MR. MARCEAU: Might I ask the witness a question, Mr. Chairman?

THE CHAIRMAN: Yes.

MR. MARCEAU: Q. In connection with these larger contracts, as a rule, those ties are taken out at the sawmill?

A. Yes.

Q. And there is a siding there?

A. Yes.

Q. Is it not just as convenient—in fact, more so—for these large contractors to put their ties directly on the car, as to go and pile them up in the yard and later on pick them up and reload them?

A. We endeavour to take the ties right from the mill to the car.

HON. MR. ROEBUCK: Q. Is it just as convenient for the operator, as Mr. Marceau has said?

A. Yes, sir.

MR. MARCEAU: Q. On the other hand, the small settler, where he is only perhaps taking out those ties with one team, and maybe taking only one load a day, or two or three loads a week, it would be impossible for him to load on the

cars direct because the cars would have to be there too long a period for him to do so? It would mean two operations for him?

A. That is right.

MR. PRICE: Q. But the settlers' ties would be piled up at a certain siding?

A. Yes, sir.

Q. Then you would take your car into that siding at a time convenient to the railroad and remove the ties?

A. Yes.

Q. So that is the difference in carrying it out. Now I want to ask you another question on this point: In 1927, Mr. Kennedy, when he supplied these ties and made the contract, was operating on his own limits?

A. I am not sure whether they were considered his limits or not.

Q. He was in partnership, was he not? He says he has held limits for years, and you have stated that he had been in partnership with several parties and had contracts with the T. & N. O. since 1914 onward? You are the purchaser of ties, and you should know from what limits these ties came in 1927?

A. From limits in the neighbourhood of Connaught.

Q. Where Kennedy put in his own operation?

A. Yes.

MR. PRICE: I think that is all.

MR. GLASS: Q. Are you certain that he put in his own operation, or do you only suppose so?

MR. PRICE: Kennedy put in his own operation.

MR. GLASS: The witness is giving the evidence. You may know, but the witness may not.

MR. PRICE: The witness has told us that.

MR. GLASS: Q. Are you sure, witness, that he put in his own operation?

A. Did I not just a moment ago give an answer to that question? I am not certain that he did, but I thought so. I assumed that he had.

MR. GLASS: As a matter of fact, and in fairness to the witness, I have received definite information to the effect that Kennedy and Gibson had bought a large quantity of timber from settlers.

MR. PRICE: No, no. Mr. Kennedy never bought anything from settlers.

MR. GLASS: I will bet you a hat he did.

HON. MR. ROEBUCK: We will not have any bets.

THE CHAIRMAN: Q. You have no personal knowledge of it?

A. No.

MR. PRICE: I asked him about that as he was the purchaser.

MR. MARCEAU: Q. Of course, Mr. Alford, you were not in a position to know where these ties came from because you never had a clearance?

A. No, sir. I stated that while I knew that they came from the neighbourhood of Connaught, I could not say anything as to the lot or the place from which the ties came.

Q. Is it not a part of all tie contracts that before you make a settlement these clearances must be produced to show where these ties have been taken from?

A. That is the general practice.

Q. And in this case you have nothing on file to show, you have no clearance, and therefore you do not know where these ties were taken out?

A. That is right.

MR. PRICE: There would be a clearance of some kind, otherwise how could you get the ties?

A. We are speaking about a clearance paper necessary for the Commission to make final payment.

THE CHAIRMAN: Q. From the Crown Timber Agent?

A. From the Crown Timber Agent. And apparently we had not that on file when the final payment was made.

MR. PRICE: I think that is all. I will now call Mr. Critchley.

HON. MR. ROEBUCK: I should like to finish with this matter.

Q. Witness, in the giving of the contract to A. J. Kennedy, on whose instructions did you act?

A. On the Chairman's, sir.

Q. And in making the allowance of \$1,200 for sales tax, on whose instructions did you act?

A. On the authority of the Chairman.

Q. And in the over-run, if any, on the contract—

A. I beg your pardon?

Q. In the over-run—he delivered more ties than he had a contract to deliver?

A. Yes.

Q. On whose instructions did you act?

A. The Chairman's.

Q. That is to say, you were acting throughout on the authority of the Chairman?

A. Yes, sir.

Q. Who was the Chairman at that time?

A. Mr. Lee.

MR. MARCEAU: May I ask the witness another question, Mr. Chairman?

THE CHAIRMAN: Yes.

MR. MARCEAU: Q. I notice, in reviewing the amount paid to Mr. Kennedy, that he was paid \$42,000 odd, and that he was allowed sales tax on about \$32,000, making a difference of \$9,000 odd. If he was allowed sales tax on the whole amount, \$42,000, he should have had a credit of \$1,600 odd, while he only had a credit of about \$1,200. Can you account for that difference of \$8,000 or \$9,000? Were those settlers' ties on which he would not have to pay any sales tax?

A. To answer that question, sir, I would like to look at the Progress Certificate.

THE CHAIRMAN: While the witness is looking for that information, do you know whether the settler is exempt from paying sales tax?

MR. MARCEAU: He is exempt. The settler does not pay unless it is a trespass, and then he has to pay the Crown dues on the trespass.

MR. GLASS: If I buy from you, and I am a merchant, am I exempt from sales tax?

MR. MARCEAU: No, but the settler is.

WITNESS: Would you ask your question again, Mr. Marceau?

MR. MARCEAU: Q. I notice that the total amount due Mr. Kennedy was \$42,000 odd. Perhaps you would tell me what the total amount was?

A. \$32,000.

Q. No, the total amount of his ties?

A. The total amount?

MR. PRICE: Here is the total amount.

HON. MR. ROEBUCK: Read the figures.

WITNESS: \$41,121.05.

MR. MARCEAU: Q. On how much was he allowed sales tax?

A. \$1,291.44.

HON. MR. ROEBUCK: That is the amount of the sales tax.

MR. MARCEAU: Q. On what amount was he allowed the sales tax?

A. \$32,286.05. But I want to look at that Progress Certificate, No. 1. He was allowed sales tax on the entire amount. He would be allowed \$1,291.44 on the strength of Certificate No. 2; and he would be allowed 4% on the strength of Certificate No. 1. He was allowed 4% on the entire contract.

Q. Therefore, he received more than \$1,200 odd? He also received another \$300 odd?

A. That is right, sir. Pardon me; when I was mentioning this final statement, I did not recall this original certificate.

HON. MR. ROEBUCK: Give us the details of No. 1.

A. \$353.40.

MR. PRICE: Q. Mr. Alford, he received sales tax on the entire amount?

A. On the entire amount.

HON. MR. ROEBUCK: As a matter of fact, he got \$1,344.84.

THE CHAIRMAN: No, he got \$1,200 plus \$300.

MR. GLASS: I think, altogether, he got around \$1,600. My recollection is that it is close to \$1,600.

HON. MR. ROEBUCK: It is \$1,644.84.

MR. GLASS: That is right.

MR. PRICE: On \$40,000 odd.

MR. MARCEAU: That is neither here nor there.

MR. PRICE: It is just as well to clear it up.

HON. MR. ROEBUCK: Q. Mr. Kennedy is still alive, is he?

MR. PRICE: Oh, yes.

WITNESS: Yes, sir, I believe so.

HON. MR. ROEBUCK: Q. He is still living in Temiskaming?

A. Yes.

HON. MR. ROEBUCK: That is all for the moment, so far as this witness is concerned.

I will not call the Crown Timber Agent.

The witness withdrew.

HARRY DUNCAN GILLARD, sworn.

HON. MR. ROEBUCK: Q. Mr. Gillard, what office do you hold?

A. Head Clerk in the Woods and Forests Branch.

Q. In that position, do you take care of the clearances given for the cutting of pulpwood?

A. No, we do not issue the clearance in that office; they are issued from outside.

Q. Do you handle the records?

A. The records, after they are sent in from the agents.

Q. The local agent handles the clearance and sends a record to you?

A. After they collect the returns and affidavits, they send them in.

Q. We have evidence before us that one, A. J. Kennedy, purchased in 1927 60,000 odd ties. Has any clearance been given to the Department of Crown dues for those ties?

A. For 1926 to 1927?

Q. 1927-1928?

A. From the clearance here returned from the firm of Kennedy and Grant clearances were given on the ties cut by the settlers on four lots.

Q. On four lots of ties cut by settlers?

A. In the Township of Bond.

MR. GLASS: Ties or timber?

A. Timber.

HON. MR. ROEBUCK: Q. Timber cut by settlers?

A. Yes.

Q. Would that include ties?

A. No.

MR. GLASS: Q. What year is that?

A. 1926-27.

HON. MR. ROEBUCK: Q. Are there any tie clearances in 1926-27?

A. Not in this case.

Q. Or previous to that?

A. No.

Q. For the season 1927-28, what do you find?

A. The timber on these same lots was cleared.

Q. What lots are you referring to?

A. Just the return of timber cut off the Township of Bond. That is all I have here, the four lots in Bond Township.

Q. What do your records show with regard to those four lots in the Township of Bond?

A. In 1927-28 they were cleared on account of improvement on the lots, free of Crown dues. They were cleared in 1926-27 and they were cleared in 1927-28 so far as the Department is concerned.

MR. MARCEAU: Might I be permitted to throw a little light on that situation?

THE CHAIRMAN: Yes.

MR. MARCEAU: Perhaps Mr. Kennedy would purchase only timber in the round and have it flatted at the mill and there manufacture it into ties?

A. Well, of course, I do not know that part of it. This is only a timber return.

MR. GLASS: Q. Have you any record of any clearance to Mr. A. J. Kennedy for the season 1927-28?

A. To Mr. Kennedy?

Q. Mr. A. J. Kennedy?

A. No.

Q. Do you know whether this timber you have been talking about as being cleared by settlers was sold to Mr. A. J. Kennedy?

A. I do not know anything about that. I have only the return.

Q. Why mention those lots in 1927 and 1928?

A. These lots were in the Township of Bond.

Q. That was in 1926-1927?

A. Yes.

Q. But you have nothing for 1927-1928?

A. We have the same lots.

Q. But for A. J. Kennedy?

A. I do not know whether this is A. J. Kennedy or not.

Q. You have it for settlers?

A. Settlers in 1927-1928.

Q. But you do not know who they sold their timber to?

A. Not in this case.

HON. MR. ROEBUCK: Then why does it connect up with Kennedy at all?

MR. PRICE: It is Kennedy and Grant.

WITNESS: This is just the return re Kennedy and Grant.

MR. HILL: Q. Supposing Mr. Kennedy got clearance for this timber and after he got the clearance it was sawn into ties, there would be nothing wrong about that, would there?

A. I do not know.

Q. But that would be a case where nothing would be wrong, would it not?

A. Yes.

MR. GLASS: Q. With reference now to Kennedy and Grant in connection with settlers' timber, how much settlers' timber was cleared, how much Jack Pine?

A. 800,000 feet.

Q. 800,000 feet?

A. Yes.

Q. Do you know how many ties Kennedy cut from a thousand feet of Jack Pine, according to your experience? Am I right in saying it is about sixty?

A. Some say sixty; others say fifty-seven.

Q. Say sixty for an average, sixty ties to a thousand feet of Jack Pine. How many feet of Jack Pine were cleared, 800,000?

A. 800,000 feet in 1926-27.

Q. If it were all manufactured into ties, how many ties all told would that make?

A. Well, I do not know.

MR. MARCEAU: Approximately 48,000.

MR. GLASS: Not as many as that.

MR. MARCEAU: Sixty times 800,000 feet represents 48,000 ties.

MR. PRICE: No, you do not divide, you multiply.

MR. MARCEAU: It is sixty times 800.

MR. GLASS: Q. It is 4,800 ties, is that right?

MR. PRICE: That is right

MR. GLASS: That certainly would not cover 61,000 ties, would it?

MR. PRICE: No, it would not.

MR. MURRAY: Q. How many pieces did he clear? You have the number of pieces there?

A. No, we have not.

HON. MR. ROEBUCK: There is no clearance.

MR. MARCEAU: Q. I would like to clear up this point. The witness mentioned that from 1,000 feet, log scale, you could produce about 60 ties. Is that what you said?

A. About that. I have heard them say 57 or 58.

Q. In this instance we have 800,000 feet?

A. Yes.

Q. 800,000 feet does not represent 4,800 ties?

MR. GLASS: There is 1,000 feet to every 60 ties.

MR. MARCEAU: Then you have 800,000, and every thousand represents 60 ties; therefore, 60 ties times 800 is 48,000, not 4,800. I do not want you to get away with the impression that it is only 4,800. It is 48,000. I have taken out enough ties to know that.

MR. W. G. NIXON: In whose names are these lots to which you have referred?

A. There are three Kennedys and one Ready. There is Gerald Kennedy, A. J. Kennedy, John Kennedy and Timothy Ready.

MR. GLASS: These men are all settlers?

A. All settlers.

HON. MR. ROEBUCK: Q. Do you know whether A. J. Kennedy has any family?

MR. PRICE: Yes.

WITNESS: I do not know.

MR. PRICE: I do not think it makes any difference.

HON. MR. ROEBUCK: Can this be brought down into something like concise form? It seems to be rather confused at the moment.

Q. You have records of purchases by Kennedy from settlers of timber on certain lots in amounts sufficient if turned into ties to make approximately 48,000 ties?

A. Yes, sir.

Q. But there is no record that this was turned into ties?

A. No.

Q. And there is no information before us that the timber purchased from these lots was in fact used to supply the contract of ties to the T. & N. O. Railway?

A. No.

Q. Then if this timber was not used in that way, is there any record on

your file to show any clearance to A. J. Kennedy for the ties which it is shown he did supply to the T. & N. O. Railway?

A. Any clearance for ties that he did supply?

Q. Yes?

A. No, we have no clearance.

Q. Unless this were the explanation, then there is no explanation?

A. Unless the ties were taken from that timber and they asked for the clearance on it.

Q. Perhaps I am putting it too strongly when I say there is no explanation. What I mean is that there is no explanation in your record of any clearance having been given to Mr. Kennedy for the ties that we know he supplied?

A. No.

Q. Unless it lies in these lots?

A. This clearance is only given for log timber.

MR. PRICE: Q. Do you have the clearance on your files?

A. No. We write a letter very often and say that you may clear.

Q. But, generally speaking, your records do not show that?

A. No; the forms are sent to the districts outside and they issue the clearances.

HON. MR. ROEBUCK: Q. Can you say whether it is possible to get 800,000 off four lots?

A. I am not in a position to say that. I am not a scaler.

Q. But you are an old hand at this game?

A. I have never been on the outside. All I deal with are figures that come in from the outside. I am not in a position to say how many ties they get out of it. That, of course, is disputed.

Q. Are you in a position to say this: that if this amount of 800,000 feet came from those four lots, it would strip them clean?

MR. CRAIG: Not necessarily at all; it would all depend on the timber.

HON. MR. ROEBUCK: We know the kind of timber that is standing there.

WITNESS: I could not say.

MR. GLASS: As a matter of fact, these men did not stay on the lots. They left them eventually?

WITNESS: Apparently they left them.

HON. MR. ROEBUCK: You have correspondence to show that they left?

MR. GLASS: They threw up their holdings as soon as the timber was cut.

HON. MR. ROEBUCK: The usual timber pirating.

HON. MR. ROEBUCK: Q. I suppose you know the North country?

A. Yes.

Q. Do you know that it has been the practice up there to take up lots for settlement purposes, strip the timber off and leave them for the real settler to follow?

A. A man gets hard up and quits the lot and cannot go on.

Q. That is the excuse you get in the Department, but you know very large areas of Northern Ontario have been taken up by supposed settlers, the timber stripped off, and the lot abandoned?

A. We have had instances of that kind; I do not know where they are. There are thousands of affidavits come in.

Q. Does this show on the face of the correspondence to be one of those instances where four settlers took up lots and as soon as the timber had gone they had gone, too?

A. Under the improvements they had on the lots, they are entitled to clearance. I do not know whether their intention was to abandon the lots after the timber was taken off, but they are not on the lots.

Q. So far as your records show they did abandon the lots as soon as the timber was taken off?

A. Yes.

Q. What are the improvements required to justify taking off all the timber?

A. They have to live there six months each year and put up a habitable house 16 feet by 20 feet, and put two acres under cultivation each year.

Q. Are there affidavits showing that that was done on these lots?

A. These are the affidavits.

Q. By whom?

A. By the settlers themselves. Here is a man who has six and a half acres cultivated and seven and a half acres cleared.

Q. It is suggested that I ask you does that permit them to cut all the timber off the land, or only such timber as is cut in the process of clearing?

A. Cut in the process of clearing.

Q. So in that case your one man would have the right to cut 6 acres of timber because he has 6 acres cleared?

A. Yes, 6 acres under cultivation.

Q. Tell me how many acres are cleared on all of them?

A. 6, 7, 13, 20.

Q. 6, 7, 13, 20?

A. 7, and 7, and 7, and another 7 cultivated.

Q. What do you find to be the total?

A. 21 and 27; the total of them would be 27 acres.

Q. The grand total is 27 acres?

A. Of the four lots.

Q. You would not get 48,000 ties off 27 acres, would you? (No response.)

MR. GLASS: I guess not.

HON. MR. ROEBUCK: Q. You may not know much about the timber business, but you know that you do not get 48,000 ties off 27 acres? (No response.)

THE CHAIRMAN: I think that is quite evident.

HON. MR. ROEBUCK: If the witness does not want to answer that, he does not need to do so.

MR. PRICE: Q. What happened was that these four settlers sold to Kennedy and Grant?

A. Yes.

Q. And you have nothing to do with that?

A. No.

Q. And you are not seized of the information as to how much you can get off a lot, how many ties you can get off a lot or an acre? (No response.)

Q. Are you informed on that point?

A. No; I do not know anything about that.

Q. Would it not depend on the stand of timber?

A. Yes; there may be more in one place than in another.

HON. MR. ROEBUCK: Q. It would be a pretty good stand where you would get 48,000 ties off 27 acres? (No response.)

MR. PRICE: Q. Was there anything unusual about these four settlers selling that timber or taking it off?

A. No; they came in here with the clearances issued by the District Forester.

HON. MR. ROEBUCK: Q. It is not unusual to strip the timber off and then abandon the farm? (No response.)

MR. PRICE: That practice is not confined to any one class of persons.

HON. MR. ROEBUCK: Q. Are there any Homestead Inspectors' Reports among your files?

A. Not here; they may be on the Lot Files.

Q. But you have not got any Homestead Inspectors' Reports there?

A. No; the Homestead Inspectors' Reports may be on the lot files.

Q. Are they under your control?

A. No, they are under the Lands.

Q. Do you know the name of the person who has charge of them?

A. Either Mr. Draper or Deputy Minister Cain.

HON. MR. ROEBUCK: It is not fair to hold you up any longer, Mr. Price.

Witness withdrew.

PHILLIP HAROLD CRITCHLEY, sworn. Examined by MR. PRICE:

Q. Mr. Critchley, what is your full name?

A. Phillip Harold Critchley.

Q. Where do you reside?

A. At Monteith.

Q. How long have you resided there?

A. 25 years.

Q. And in September, 1935, you made a contract with the Temiskaming & Northern Ontario Railway Commission to supply them with 5,000 ties?

A. Yes.

Q. Is it correct to say that that happened on the 14th September?

A. I believe that was the date.

Q. And this is the contract, dated 14th November, 1935: "P. H. Critchley, Monteith, Ontario"?

A. Yes.

MR. PRICE: The contract is part of Exhibit 1. There are twenty-one contracts in Exhibit 1.

Q. That is your signature?

A. Yes.

Q. Witnessed by your brother, Hugh F. Critchley?

A. Yes.

Q. A contract for 5,000 ties?

A. Yes.

Q. Now, in September, 1935, you wrote to the Commission?

A. Yes.

Q. You had been down at North Bay seeing the Chairman of the Commission?

A. I believe it was North Bay.

Q. You wrote on September 14th, 1935, to Mr. G. B. Alford, Purchasing Agent and Storekeeper, Temiskaming & Northern Ontario Railway, North Bay, Ontario?

A. Yes.

MR. PRICE: The letter reads:—

"Dear Sir:

"Following visit recently to your North Bay offices, as instructed, I herewith make application for a contract for railway ties.

"The said ties will be produced at Wasach Station and immediately

upon word that our application is acceptable there will be forty men put to work in the bush, all drawn from the area between Porquis Jct. and Swastika. Later on in the winter when hauling starts a large number of settlers and their teams will be engaged. As you will understand, a bush operation will also entail substantial purchases of meats, vegetables and feed from surrounding farmers.

"The operation proposed for the Wasach mill for this winter is designed to produce approximately $2\frac{1}{2}$ million feet of lumber. This is the least quantity that would make an economic production possible. In order to secure finances for this amount a substantial potential market must be shown.

"The benefits to be derived from a logging and sawing operation are large. Thirty-five to forty men would be employed all winter; fifty to sixty men would be required for Spring driving; a crew of forty to fifty men would be used at the sawmill all summer; a substantial amount would accrue to the Provincial Government in Crown dues and the hauling of lumber by the railway would approximate 150 carloads.

"In order that I can carry out all the foregoing a minimum contract of 20,000 ties is needed. For reference as to ability to fill such a contract I have pleasure in suggesting the Imperial Bank of Canada at Matheson.

"Due to the fact that now is the time to get started on a bush operation and work is so urgently needed I trust that you will find it convenient to advise me promptly as to your decision.

"Yours very truly,

"Copy to Col. Malcolm Lang.

"(Sgd.) P. H. CRITCHLEY."

THE CHAIRMAN: Q. You are quite a salesman.

MR. PRICE: Yes, that is a pretty good letter.

HON. MR. ROEBUCK: It is fact that talks the loudest.

MR. PRICE: Q. You had been down at North Bay to see the Chairman of the Commission?

A. Yes.

Q. Did you talk it over with Mr. Lang or with Mr. Alford when you were there?

A. With Mr. Lang.

Q. And you went back and wrote that letter?

A. Yes.

Q. What was this mill you talk about at Wasach Station? Do you own the mill there?

A. No.

Q. Who owns the mill?

A. I believe at the present time it is owned by the Ontario Paper Company.

Q. So that you did not have any limits, Mr. Critchley, on which to operate when you made this offer?

A. No.

Q. And you would have to get someone else to carry it out if you got the contract?

A. No. My brother and myself were going to carry it out. He had made the arrangement or had, I believe, almost closed the arrangement to get that timber from the Ontario Paper Company.

Q. Why didn't your brother make this contract? You are an insurance agent, are you not?

A. Principally.

Q. I see your letter is on the file here, which I will read later, in which you say you are going to deliver this timber. Now, if your brother was going to do this, why didn't he make the contract?

A. Because he had purchased a business that was in a bad condition, a bankrupt business, and my having the contract protected it against any creditors interfering with it.

Q. What you had in mind was that you would make some arrangement to get this wood from the Ontario Paper Company at Wasach Station?

A. Yes.

Q. You had made no arrangement?

A. My brother had taken that up.

Q. Had there been any arrangement made? Had he paid any money on it?

A. I do not think so.

Q. Was there any agreement at all?

A. Only if he secured a contract for that many ties.

THE CHAIRMAN: Q. You mean 20,000 ties?

A. Yes.

MR. PRICE: Q. If he secured a contract for that many ties, 20,000, he would go out and get this mill?

A. Yes.

HON. MR. ROEBUCK: Q. He would not buy the mill?

A. No.

Q. He would have the mill do the cutting?

A. Yes, the use of the mill.

MR. PRICE: Let me carry on with the witness, please.

Q. Who would do the cutting?

A. We would put in our own men.

Q. You would put in your own men, as you said you would do in this letter?

A. Yes.

Q. Where would you put in your own men? You had not any limit?

A. On the Ontario Paper Company limits.

Q. If you got this contract you would go and make an arrangement to take timber off the limits that you did not then own? (No response.)

Q. You did not then own any?

A. Still don't own any.

Q. And there has been no operation there?

A. (No response.)

Q. That is right, is it not?

A. Yes, that is right.

HON. MR. ROEBUCK: Q. To date?

A. To date.

MR. PRICE: Q. Now, we will go on. On February 19, 1936, you wrote this letter on your own paper headed "The London & Lancashire Insurance Company, Limited, of London England," to Mr. G. B. Alford:—

"Monteith, Ontario,
"February 19, 1936.

"Mr. G. B. Alford,
"Purchasing Agent and Storekeeper,
"T. & N. O. Ry.,
"North Bay, Ont.

"Dear Sir:

"I have your letter of the 15th inst., and would advise that ties to be
"delivered under contract will be at Mattagami River Siding, Timmins.

"Yours respectfully,

"(Sgd.) P. H. CRITCHLEY."

Q. Is that your signature?

A. Yes.

MR. PRICE: Did you stamp your letters, Mr. Roebuck?

HON. MR. ROEBUCK: Not each one.

MR. PRICE: Q. Then you wrote on February 19, 1936, three months after you made the contract, stating that you were prepared to deliver the ties. What arrangement had you made for delivering the ties? What did you do with your contract?

A. If I might go back: In the first place when the contract was written —

Q. Just wait a moment. You did not get the contract for 20,000 ties?

A. No.

Q. You eventually got it for 5,000 ties?

A. Yes.

Q. And you didn't then purchase from the Ontario Paper Company?

A. No.

Q. You had to make different arrangements?

A. It was not enough to put in that operation.

Q. So you had to make different arrangements to take out these ties. You had no limits yourself?

A. That is right.

Q. And you had not secured the limits?

A. No.

Q. Then you approached Mr. A. E. Wicks or A. E. Wicks & Company and sold him your contract?

A. Assigned it through the bank.

Q. You assigned the contract to A. E. Wicks. How much were you paid for that?

A. Ten cents per tie.

Q. That would be \$500. Were you paid in cash?

A. No.

Q. How were you paid?

A. By a note.

Q. \$500?

A. No, two notes of \$250 each.

Q. Why was it divided up?

A. Because I was in partnership with my brother.

Q. You gave \$250 to your brother and you got \$250 for yourself?

A. It was not a matter of giving it to him; we were partners.

Q. It does not appear here that you were in partnership. You took the contract and you were not in the lumber business but were an insurance agent. Has A. E. Wicks & Company taken out this timber? You say in that letter that you are ready to supply it at Mattagami River Siding, Timmins. Was Mr. Wicks or A. E. Wicks & Company to deliver it?

A. To deliver it at Timmins.

Q. So that this letter of February 19, 1936, is advising the Commission that you would be delivering it there. Why didn't you notify the T. & N. O. Railway Commission that you had assigned this contract?

A. I do not know.

Q. There is nothing on the files. I have enquired as to whether or not there are notifications of assignments of contracts on the files, and I can only find one, but you did assign your contract to Wicks & Company?

A. To the bank.

Q. You sold it for \$500—10 cents per tie. Why didn't you notify the Commission?

A. I supposed in the ordinary course of events that the Commission would be advised of it.

Q. I am not saying there is anything wrong, but I am asking the reason why you didn't notify the Commission?

A. There was not any particular reason.

MR. GLASS: Is it not Wicks & Company's privilege —

MR. PRICE: You may examine afterwards.

Q. Supposing the Commission had paid the money to you instead of Wicks?

A. They have not been paid.

Q. Mr. Lang said he had no notification that you had assigned this contract. I asked him that in the witness box. If there had been notification they might have paid the money to you instead of to Wicks.

THE CHAIRMAN: That would have been all right for you.

MR. GLASS: Leave it to Wicks, he would not allow that.

HON. MR. ROEBUCK: Q. And you would refuse to take the money?

A. Oh, yes.

MR. PRICE: I am showing that these contracts can be assigned, quite obviously, to somebody, and there is no record on the Commission files.

HON. MR. ROEBUCK: That does not prove that they were assigned.

MR. PRICE: I am not going to bring every chap here to show they are assigned.

HON. MR. ROEBUCK: Then why make the charge in the House if you are not prepared to prove it? We are here for the purpose of proving or disproving it. You carry the responsibility of having made the charge, and you cannot get away with it by saying it might be.

MR. GLASS: Strain at an elephant and capture a gnat!

MR. PRICE: Q. Do you know whether the A. E. Wicks Company have taken out the timber to fill this contract?

A. I believe the timber is cut in the bush.

Q. And they will fulfil, as you understand it, the contract that you had?

A. Yes.

Q. You said you assigned the contract—

THE CHAIRMAN: Could you gentlemen at the rear of the Committee room hold your consultation outside so that we can have a better chance to hear what the witness is saying?

HON. MR. ROEBUCK: That shows how much attention they are paying to these proceedings.

THE CHAIRMAN: Yes.

MR. PRICE: Q. Was this assignment of contract to A. E. Wicks & Company in writing?

A. Yes.

Q. Have you got that assignment?

A. No, I have not.

Q. Where would that be?

A. In the Imperial Bank at Matheson.

Q. Assigned and deposited in the Imperial Bank?

A. Yes.

Q. And that would be as a protection to Wicks & Company?

A. Yes.

Q. What date were these notes?

A. Some date in June; I am not positive when.

Q. So that what you have then is the deposit of this assigned contract at the Imperial Bank in Matheson?

A. Yes.

Q. Attached to the two notes?

A. No; the notes are not attached to it.

Q. Where are the notes now?

A. The one that was made payable to my brother, I do not know where it is; my own was simply one made payable to myself and is simply in the bank for safekeeping.

Q. Have you discounted that note?

A. I do not know that I discounted it; they may be holding it for collateral.

Q. You have an account there?

A. Yes.

Q. Have you been talking to Wicks & Company since, or recently?

A. I have not seen Mr. Wicks for some months because I have been sick and have not been around.

Q. So you have not been talking to Mr. Wicks?

A. No.

Q. You applied for the 20,000 ties, according to your letter. When you received the contract for the 5,000 ties you knew you could not carry out your other plan?

A. Yes.

Q. You knew that the Ontario Paper plant and limits, which you were thinking of securing, were beyond your reach then?

A. It would be unprofitable.

Q. So that the only thing you had to do when you got this contract was either buy jack pine limits where you could get out the ties, or assign it. (No response.)

MR. GLASS: Or buy from somebody else.

WITNESS: I did go out and make a trip in the bush to try to arrange for this other timber, and I became sick and was unable to do any more for the rest of the winter.

Q. Had you talked to Mr. Wicks about taking up this contract about the time you secured it?

A. No.

Q. Shortly afterwards?

A. Not for some time.

Q. When did you assign it to him?

A. I believe you have it there; in January, I think.

Q. It does not give any record here of when you signed it?

A. I believe it was in January.

Q. Can you give us the date in January? Were they three months' notes?

A. I believe they were six months' notes or five months'.

Q. If they were six months' notes in June it would be December?

A. No; it was in January, about the 4th January, I believe.

Q. Why was the note made due on the 18th June?

A. I did not say the 18th June, but some date in June.

Q. It might have been the 4th June?

A. Yes, it may have been the 4th June, but I am not sure of it.

Q. You have been there a long time. How many years have you been an insurance agent?

A. Twelve years.

Q. And your brother has had a lumber yard?

A. Yes.

Q. And both your brother and you are active politically?

A. Not particularly so.

Q. You are supporters of the Government?

A. Supporters of the Government, yes.

HON. MR. ROEBUCK: That does not quite disentitle him now, as it used to.

MR. PRICE: No.

That is all.

By the HON. MR. ROEBUCK:

Q. Do you know any of the other people who supply ties to the T. & N. O. Railway Commission?

A. Yes, Woollings & Co.

Q. Are they Liberals?

A. Not to my knowledge.

THE CHAIRMAN: Q. What are they, Reconstructionists?

A. Destructionists.

MR. GLASS: Good old Liberal-Conservatives.

MR. ROEBUCK: There are a lot of good old names on Exhibit No. 2.

MR. PRICE: We know Mr. McCool was a Liberal, because he said he was.

HON. MR. ROEBUCK: You asked the question.

MR. PRICE: No; he volunteered it.

HON. MR. ROEBUCK: Q. Is Mr. A. J. Kennedy a Liberal?

A. He did not use to be.

Q. He was a Conservative member in the House for your district?

A. At one time.

Q. For the Riding?

A. Before the change.

Q. Before he got licked. Was Harry Morel a Liberal?

A. Where is he from?

Q. North Bay?

A. I do not know him.

Q. Everybody else does. Do you happen to know the Feldman Timber Company?

A. I know who they are.

Q. Are they Liberals? (No response.)

MR. PRICE: I do not think he can say that.

HON. MR. ROEBUCK: Let us find out.

A. I do not think they are.

Q. You think they are Conservatives?

A. I imagine so.

Q. And the Fesserton Timber Company, Limited? (No response.)

MR. PRICE: They are all Liberals.

HON. MR. ROEBUCK: Q. Do you happen to know that, witness?

(No response.)

MR. PRICE: The Carters are Liberals.

HON. MR. ROEBUCK: So there is evidently a mixture.

MR. PRICE: I did not bring this point up in my examination.

HON. MR. ROEBUCK: You did bring it up.

MR. PRICE: I only asked this man. You said the other day that I had not proved there were any Liberals.

HON. MR. ROEBUCK: You asked Pat McCool if he was a Liberal.

MR. PRICE: No, I did not ask him; he volunteered it; he said: "I am a Liberal."

HON. MR. ROEBUCK: You brought it out under your examination, not mine.

MR. PRICE: I know.

THE CHAIRMAN: It is quite evident that both Liberals and Conservatives are getting contracts.

HON. MR. ROEBUCK: It is evident now, Mr. Chairman, that a Conservative can get a contract although there is a Liberal Government in office; but it is not so clear that a Liberal could get a contract in the old days when the Conservatives were in office, with the exception of Mr. McCool.

MR. PRICE: Oh, no; Fesserton and McElory and all these people had contracts.

MR. CRAIG: What has that to do with the contracts?

HON. MR. ROEBUCK: Your counsel brought it up, not me.

THE CHAIRMAN: It was introduced, Mr. Craig, by Mr. Price asking this witness if he was active politically in the Liberal party.

MR. CRAIG: Let us go to business and get it done.

HON. MR. ROEBUCK: Instruct your own counsel in that regard, Mr. Craig.

Q. Do you notice, witness, that on the left-hand corner of this contract which is part of Exhibit 1, your contract with the T. & N. O. Railway, there is endorsed: "Assigned to Imperial Bank, Matheson." That is your bank?

A. Yes.

Q. And that is the bank that you assigned the contract to?

A. Yes.

MR. PRICE: What date?

HON. MR. ROEBUCK: There is no date on it: "Assigned to the Imperial Bank, Matheson."

Q. So that somebody apparently did give notice of your assignment of the contract to the bank?

A. Yes.

Q. Did you do so?

A. Do which?

Q. Did you give notice to the T. & N. O. Railway Commission that you had assigned to the bank?

A. No.

Q. Then the bank must have given notice?

A. Yes.

Q. So there is not very much in the idea that payment might have been made to you?

A. No.

Q. Any payment made by the T. & N. O. Railway Commission in connection with this contract would have to be made to the bank?

A. Yes.

Q. And in that way there was no need of any further statement by you with respect to another assignment to Wicks? (No response.)

MR. PRICE: I think he misunderstood me.

HON. MR. ROEBUCK: I am only pointing out to you that your deduction that these contracts may be assigned without notice to the T. & N. O. Railway Commission is not a sound deduction.

MR. PRICE: I asked Mr. Lang about these contracts, as to how many were assigned, and I think there was only one on the file; and I have positive evidence from the witness himself that he assigned his contract.

MR. GLASS: To the bank.

MR. PRICE: No; to Wicks.

HON. MR. ROEBUCK: As I understand the situation, you have proven one assignment, by this particular witness to Wicks, and you have proven no others.

MR. PRICE: Yes, there is another assignment in the papers, the Vera Silver assignment to the Rudolph & McChesney Lumber Company.

MR. GLASS: They asked for permission to assign.

MR. PRICE: The only way I can prove whether there are any others is to bring all the people here.

HON. MR. ROEBUCK: You tried to make the deduction from the fact that you had got an assignment without notice from the assignor to the railroad. You are trying to deduce from that, that all may have been assigned or any may have

been assigned without notice to the railroad; and I am pointing out that your deduction is unsound, according to the records, because in this instance notice of assignment is given to the T. & N. O. of assignment to the bank.

MR. GLASS: It is in the bank now.

HON. MR. ROEBUCK: Yes.

MR. PRICE: I have no evidence here as to how that came about. Apparently there must have been a letter from the bank. I cannot understand why there would not be a letter on the file.

MR. HUME: The letter would be written to the Treasury from the manager of the bank.

MR. PRICE: Then this file is not complete. I thought these files were complete. There has been great store placed on the fact that there is "nothing on the file," and now we get a note on the file that there is an assignment.

HON. MR. ROEBUCK: There is one more point of argument here: My friend says that any of these contracts may have been assigned, and that the only method by which he can find that out is to call all the parties. I would like to point out to the members of the Committee that the honourable gentleman took the responsibility on his shoulders in making the charge that they had been assigned, and one would naturally suppose he had some information before he made the accusation. Of course, if he just talks in the House without any knowledge, then the position he now takes is reasonable; otherwise it is utterly untenable.

Q. Now, witness, you actually saw Mr. Lang yourself?

A. Yes.

Q. And no doubt you told him the facts which you later confirmed in the very excellent letter which you wrote to him, did you not?

A. I beg your pardon?

Q. I say you no doubt told him in your conversation with him of the facts which you stated in your very excellent letter to him?

A. Yes.

Q. You told him that you and your brother were contemplating an actual operation in the woods, did you?

A. Yes.

MR. PRICE: He does not say that in his letter, does not mention his brother. I would say, Mr. Chairman, that the letter should speak for itself.

HON. MR. ROEBUCK: I want to examine the witness without everybody interrupting every statement I make.

MR. PRICE: You are leading the witness.

HON. MR. ROEBUCK: I have a perfect right to lead him in cross-examination. He is your witness, and you led him all the way through.

THE CHAIRMAN: Yes, I noticed that.

HON. MR. ROEBUCK: And I did not object, although I observed it.

Q. I do not know whether I got your answer or not: Did you tell Mr. Lang that you were contemplating an actual operation?

A. Yes.

Q. And you told him the particulars of the operation?

A. Yes.

Q. You told him where you expected to get the stumpage with which to supply the ties?

A. Yes.

Q. And that you could make arrangements with the Ontario Paper Company for some land of theirs upon which to cut?

A. Yes.

Q. And that you could get the use of the mill for the trimming, and that you would employ all these men?

A. Yes.

Q. All these things were told to Mr. Lang?

A. Absolutely.

Q. Was there much emphasis placed on the 20,000 ties? You mentioned that in your letter, that you required 20,000 ties. Do you remember whether you stated that amount in your conversation?

A. Yes, I believe so.

Q. Still, I suppose 5,000 ordinarily was enough to help you on your way?

A. Not in an operation of that kind.

Q. Not enough to carry out the operation. Were you going to cut any timber as well as ties?

A. There would be some lumber from the sides of the tie timber.

Q. There would be slabs?

A. Yes.

Q. Is there no reason why you might not have taken out timber, mines timber or other rough timber of the kind?

A. Yes. My brother is operating a lumber yard and selling lumber.

Q. So that if you could have added to the little tie contract that you got some mines timber or some other kind of lumber, it would have made it possible, perhaps, to finance your operation?

A. It would.

Q. Now, Mr. Lang, I understand, did not know whether you could do that? (No response.)

MR. PRICE: I cannot hear you, witness?

HON. MR. ROEBUCK: I do not know that he has answered my question yet.

Q. When Mr. Lang reduced the amount of the contract which he gave to you from 20,000 to 5,000 ties he would not, of course, be informed as to whether you could or could not get some other contract to supplement his tie contract, and in that way make an operation?

THE CHAIRMAN: Mr. Attendant, take that man outside.

HON. MR. ROEBUCK: Q. Mr. Lang did not know?

A. No.

Q. And you did not advise him when he gave you the reduced contract that it was going to be impossible for you to supplement that in such a way as to make the operation possible?

A. No.

Q. You just took the contract, and then you came to the conclusion that it was not possible to carry it out in the form that had been planned?

A. That is the idea.

Q. You have been in the lumber business for a number of years?

A. All my life.

Q. And you have lived up in that North country all your life?

A. Almost so; I have had twenty-five years of it.

Q. And your brother also?

A. Yes.

Q. And you have been in partnership with your brother in timber operations?

A. From time to time.

Q. Timber operations, of course, are intermittent, are they not?

A. Yes.

Q. You never are able to work all the time, either in the woods or generally, in lumbering?

A. Not myself, entirely.

Q. Few people are. It is all seasonal?

A. Yes.

Q. And most of the people in your country have some other occupation as well as timbering?

A. Nearly everybody.

Q. Farmers, storekeepers, and even insurance agents—is not that true?

A. Quite true.

Q. And it is possible to be an insurance agent and at the same time a bona fide operator in cutting ties?

A. Yes.

Q. Is Wicks a bona fide operator?

A. Yes.

Q. He has been in the timber business for a number of years?

A. Yes.

Q. He cuts every year, and has for a long time?

A. Yes, for many years.

Q. He is what might be called a small operator? (No response.)

MR. PRICE: He is a big operator.

HON. MR. ROEBUCK: He is not a very big operator.

Q. And he has men carrying out the operation?

A. Yes.

Q. He is buying from settlers?

A. No; he is taking it from his own limit, which he secured from the Government.

Q. And delivering to the T. & N. O. Railway Commission in a most bona fide way?

A. Yes.

THE CHAIRMAN: Neither counsel have asked this question, which I think might be of interest to the Committee:

Q. Had you got your 20,000 tie contract would you have gone on and carried it out?

A. Yes.

Q. But not getting the contract for 20,000, and getting a contract for only 5,000, you could not see your way clear to go on with it, and that is why you assigned it to somebody who could?

A. That is absolutely the reason.

MR. PRICE: I think I asked him why he accepted the 5,000 tie contract and he said the only thing he had to do was put in a small operation himself or assign it. He said he was ill for a while.

Q. Do you know if the A. E. Wicks Company or Mr. Wicks has any contract for taking out ties for the T. & N. O. at the present time?

A. I do not know whether he has or not.

Q. You do not know whether he was asked to take out any ties?

A. No.

Q. Have you known Mr. Wicks for a number of years?

A. I have known him for sixteen years.

Q. He has had contracts for taking out timber for the T. & N. O. Railway Commission, has he not?

A. I do not know.

Q. I see in Exhibit 2 that in September, 1934, A. E. Wicks got a small number of ties, 4,039 ties. I do not see his name elsewhere.

MR. LANG: It might be in another year.

MR. PRICE: That is all.

Witness withdrew.

GEORGE B. ALFORD, recalled.

THE CHAIRMAN: Q. You are already sworn?

A. Yes.

HON. MR. ROEBUCK: Q. I show you another file of the Temiskaming & Northern Ontario Railway Commission, presumably. Do you recognize it?

A. Yes, sir.

THE CHAIRMAN: The letters read therefrom will be marked Exhibit No. 15.

HON. MR. ROEBUCK: You may mark it, Mr. Secretary: "With respect to Kennedy and Gibson Tie Contracts."

The first letter in this file, dated June 12th, 1928, is from Mr. W. H. Maund, Secretary-Treasurer, T. & N. O. Railway Commission to Mr. G. B. Alford:—

"Dear Sir:

"Re Tie Requirements, 1928

"This is to advise that we have agreed to enter into contract with Messrs. Kennedy & Gibson, South Porcupine, Ont., for delivery of 75,000 ties, more or less, at Connaught—at the usual prices of 85 cents for No. 1's, 75 cents for No. 2's and 40 cents for No. 3's.

"It is to be understood that 25,000 of these ties are to be delivered without peeling, but the balance of the contract to be delivered peeled.

"Shall be very pleased if you will take up with this Firm with view to entering into the usual form of contract at your convenience."

HON. MR. ROEBUCK: I point out to the Committee that no form of contract has yet appeared on the files for the previous year when Mr. Kennedy was the contractor, beyond the exchange of letters which no doubt do form a contract.

MR. PRICE: No signed contract.

HON. MR. ROEBUCK: Not of the formal type now being signed as you produced with Mr. Critchley.

The next letter is dated June 25th, 1928, from Mr. Maund to Mr. G. B. Alford:—

“Dear Sir:

“Re Tie Requirements—1928

“Please refer to our letter of the 12th inst. re the above.

“No doubt you have been in touch with Messrs. Kennedy & Gibson—South Porcupine, Ontario, regarding the delivery of a quantity of some 75,000 ties at Connaught at usual prices.

“If so, will you kindly advise when we may expect Form of Contract to cover.”

MR. PRICE: That is in 1929?

HON. MR. ROEBUCK: 1928.

MR. PRICE: Yes, Kennedy & Gibson.

HON. MR. ROEBUCK: Q. While we are pausing, witness, can you tell me who is Mr. Kennedy of Kennedy & Gibson?

A. The same gentleman as we had reference to: Mr. A. J. Kennedy.

Q. The former Member for the Riding?

A. Yes.

HON. MR. ROEBUCK: The next is a letter dated New Liskeard, August 20th, 1928, from Mr. A. J. Kennedy to Mr. G. B. Alford, written on the letter paper of the Legislative Assembly of the Province of Ontario, and reading:—

“Dear Mr. Alford:

“I was up at Connaught all last week as we got started culling the ties as I promised the Chairman to peel some of them but the layout at the mill it is going to be some job. Maybe you can deliver a quantity of them which will help out and will ask you to do the best you can as it was my own proposition to Mr. Lee as I wished to unload them as there are no conveniences to cut lumber. Will go to North Bay some of those days and will see you.”

HON. MR. ROEBUCK: It is noted by the Foreman's Daily Reports on the file that on August 18th, 1928, delivery of the ties commenced, before any contract was entered into, although one is being mentioned.

The next is a letter dated August 27th, 1928, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway Commission to Mr. A. J. Kennedy, M.P.P.

MR. COLTER: Was he a member at that time?

HON. MR. ROEBUCK: Yes, and was so called:—

“Dear Mr. Kennedy:

Re Ties.

“With reference to your letter August 20th in view of the difficulties which you have in meeting your promise to the Chairman, that a certain number of ties on your contract would be peeled, I would suggest that you take the matter up with the Chairman so that there would be clear understanding between the Commission and yourself with reference to these ties.”

HON. MR. ROEBUCK: The records show that deliveries are continuing throughout.

Then I come to a letter dated October 12th, 1928, from Mr. Maund, Secretary-Treasurer, T. & N. O. Railway Commission, to Mr. G. B. Alford:—

“Dear Sir:

“Re Tie Supply—Kennedy & Gibson

“We have your E-2324 of 11th inst. enclosing B/P T-238 in favor of Messrs. Kennedy and Gibson, South Porcupine, \$30,563.00, representing an additional 40,427 ties furnished on order with this firm during month of September.

“This is being passed to A. of D. R. & A. for checking and vouchering.”

The next letter to which I call the attention of the Committee is dated November 15th, 1928, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission to Kennedy & Gibson, South Porcupine, Ont.:—

“Dear Sirs:

“Re Ties—Clearance Papers

“Please let us have clearance papers covering ties supplied on contract so that we may issue cheque in full on your account.”

Up to date there has been no clearance paper shown in the file. Now the railroad is asking for clearance papers.

The next is a letter dated January 16th, 1929, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission to Mr. A. J. Kennedy, New Liskeard:—

“Dear Sir:

“Re Sales Tax on Ties

“If you will refer to our letter of April 28th, 1927, *which governs a previous contract*, you will notice that we state the prices for ties at 75 cents for No. 1, 65 cents for No. 2 and 20 cents for culls, f.o.b. cars, you to pay crown dues and tax if any (see our letter April 28th, 1927). That was the arrangement but subsequently we made a concession which enabled you to get free from the tax as we assumed this charge

“We endeavoured to give you an extension of contracts taking from you all ties which you had available and our Inspector at Connaught had instructions to help you out with the contracts in every way he possibly could.”

That is nice of them!

"This action was in harmony with the wishes of the Commission as well as our own and I think you will fully appreciate that every care was taken to fully satisfy you all the way through.

"It does seem that the order to you on last contract did not distinctly state that the prices of 85 cents, 75 cents and 40 cents were to include the tax but surely we could not, within reason, be called upon to pay these prices and assume the sales tax in addition. The writer felt sure that this point had been well covered with you but unfortunately the misunderstanding exists. I am leaving the office for some weeks and the point of this letter is to leave the whole situation with you for your consideration, remembering the extension of contracts and also the relieving you of the peeling . . ."

So he gets out of the peeling as well! Then:—

". . . of a considerable quantity of ties at Connaught and with these considerations in mind and realizing the advance in the prices of ties from 75 cents per tie to 85 cents per tie, etc., we hope that you will arrive at a conclusion that we should not be called upon to assume the sales tax on these ties. If we did not make this point absolutely clear in presenting you with the final order, the fault is ours and we regret very much that there should be any misunderstanding whatever between us. We believe that with the prices which we paid for the ties that you should assume the sales tax and we hope this point will receive your usual kind and favourable consideration."

HON. MR. ROEBUCK: He is down on his knees begging them not to rub it in.

THE CHAIRMAN: To whom was that letter written?

HON. MR. ROEBUCK: Written on the 16th January, 1929, by the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. A. J. Kennedy.

I next refer to a letter from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. W. H. Maund, Secretary-Treasurer, T. & N. O. Railway Commission, dated January 18th, 1929:—

"Dear Sir:

"Re Ties—Kennedy & Gibson

"Your B-255 (70) January 16th.

"We attach copy of letter written to A. J. Kennedy, 16th inst.

"It was our definite understanding that Sales Tax was intended to be covered in the prices, 85 cents, 75 cents and 40 cents for No. 1, No. 2 and No. 3 ties respectively but this feature was not explicitly stated in our Order No. 3577, signed copy of which was forwarded to you October 11th, 1928."

MR. PRICE: Does that apply to the order of Kennedy & Gibson of November, 1928?

MR. GLASS: Yes.

HON. MR. ROEBUCK: Then:—

“... signed copy of which was forwarded to you October 11th, 1928.”

It may have been covering what you have in mind, of a previous date.

MR. PRICE: The reason why I brought that out is that I see in all these contracts in 1928 they paid Kennedy & Gibson 85 cents, 75 cents and 40 cents, while Woollings was paid 75 cents, 65 cents and 40 cents, and Simon, Stayman and Chester were paid 80 cents.

MR. GLASS: He got 85 cents; he got more than anybody else.

MR. PRICE: What was the consideration as to loading there?

HON. MR. ROEBUCK: That is reasonable. He was a Member of Parliament. Of course he should be paid more than anybody else!

MR. PRICE: He would not get any more than anybody else, probably less.

HON. MR. ROEBUCK: He did. He did not have to peel and did not have to pay sales tax. Then:—

“We understand that in any case the Department of National Revenue, Canada, will collect Sales Tax from Mr. Kennedy as the manufacturer is held responsible in this regard. We feel that in view of the increase in the prices that Mr. Kennedy should not hold out for us to make a further payment to cover Sales Tax. We state in our order that we will pay the following prices f.o.b. car tracks of the Commission: No. 1, 85 cents; No. 2, 75 cents; culls, 40 cents. If Sales Tax was not mentioned and Mr. Kennedy is responsible for that charge, he should have assured himself definitely on this point.”

MR. COLTER: Mr. Kennedy?

HON. MR. ROEBUCK: Yes.

MR. COLTER: I notice it refers to Mr. Kennedy, not to Kennedy & Gibson?

HON. MR. ROEBUCK: Yes, the letters are to Mr. Kennedy.

THE CHAIRMAN: Who is Gibson?

HON. MR. ROEBUCK: Q. Do you know?

A. No, sir; I do not know that.

HON. MR. ROEBUCK: Then:—

“Immediately we have a reply to our letter January 16th, we will advise you further.”

Then there is a P.S.:—

"The Excise Tax Auditor has this morning directed our attention to the fact that Mr. Kennedy has not yet paid Sales Tax on ties delivered to us in 1927 . . ."

Those were the ties upon which the rebate to Kennedy was allowed of nearly \$1,600.

MR. GLASS: Not a rebate; they paid him the money.

HON. MR. ROEBUCK: Paid him the money; they rebated it to him on the understanding that he paid the Sales Tax to the Dominion Government, and he had never done so.

Then:—

" . . . although we paid him \$1,644.84 for this purpose, and the Department of National Revenue is holding Mr. Kennedy responsible for Sales Tax on both contracts."

THE CHAIRMAN: That money should be recovered.

HON. MR. ROEBUCK: Then a letter dated April 22nd, 1929, from the secretary-treasurer of the T. & N. O. Railway Commission to Mr. A. J. Kennedy, M.L.A. He has got even the title correct this time! Previously it was "M.P.P." :—

"Dear Mr. Kennedy:

"Re Tax on Ties

"Referring to your communication 13th inst. to our Chairman in connection with your claim for payment of sales tax on ties delivered to the Commission during Season 1928.

"Beg to advise that this matter was placed before the Board at regular meeting 17th inst. and after very careful consideration I was directed to advise you that the Commission regretted very much that they were not in a position to take any action until such time as the misunderstanding between yourself and our Purchasing Agent has been cleared up.

"Shall, therefore, be very glad if you will get in touch with Mr. Alford with view to getting this question straightened away as soon as possible."

A copy of that letter goes to Mr. Alford.

MR. COLTER: Are any of these letters written by Kennedy & Gibson or written to them?

HON. MR. ROEBUCK: As far as I know Kennedy & Gibson never appear in the matter.

MR. PRICE: The contract was with Kennedy & Gibson and the limits were Kennedy & Gibson's.

HON. MR. ROEBUCK: The next letter is dated May 10th, 1929, from Mr. W. H. Maund, Secretary-Treasurer, T. & N. O. Railway Commission, to Mr. G. B. Alford:—

“Dear Sir:

“*Re Ties—Kennedy & Gibson*

“With further reference to above subject matter your E. 2324; beg to advise that Mr. Kennedy appeared personally before the Commission at regular meeting Wednesday, 10th inst. when the status of his claim was very thoroughly threshed out.

“In view of all circumstances, the Commission decided that the claim was one that should be compromised and made an offer of \$1,000 in full settlement, to Mr. Kennedy, which offer was accepted.”

THE CHAIRMAN: I am confused; I do not know about the other Members of the Committee. There was \$1,600 paid.

MR. GLASS: On a previous contract.

HON. MR. ROEBUCK: This is a new proposition; this is the next year.

THE CHAIRMAN: The \$1,600 was paid on the contract Kennedy had himself, and this is \$1,000 paid on the Kennedy-Gibson contract.

HON. MR. ROEBUCK: Yes. Then:—

“It will, therefore, be in order for you to pass voucher for Mr. Kennedy, in amount \$1,000.00, for refund of Sales Tax account contract—ties—1928.”

That will then be a total of \$2,644 that he gets on account of sales tax. Then:—

“It was also agreed that Commission should take approximately 4,000 ties from Mr. Kennedy, which have been cut from logs that have been left in the river from last year’s contract; these ties are to be taken at last year’s prices—namely—

“85c. for No. 1’s.

“75c. for No. 2’s.

“40c. for culls.

“with the understanding that Sales Tax, if any, be paid by Mr. Kennedy; ties to be delivered f.o.b. cars—tracks of Commission.”

HON. MR. ROEBUCK: Now, there are two notes on the letter in lead pencil. The first is marked (1) and reads:—

“Make reqn. 4,000 ties.”

Q. What does that mean, Mr. Alford?

A. To cover it, so that we would be able to pass any accounts under that head, a Departmental requisition.

HON. MR. ROEBUCK: I point out that the requisition evidently went from the T. & N. O. Railway to Mr. A. J. Kennedy, M.L.A., New Liskeard, in May, 1929. Then (2):—

“Refund Sales Tax 1928 Tie Contract, \$1,000.”

MR. PRICE: Q. What would the sales tax amount to in all on that contract, Mr. Alford?

A. I believe it is in the neighbourhood of \$1,200.

Q. There was a refund of \$1,000—

MR. GLASS: He pays \$200.

HON. MR. ROEBUCK: That is a reasonable compromise, the kind of compromise I make with my wife, only she gets the \$1,000 and I get the \$200!

The next is a letter dated May 16th, 1929, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. W. H. Maund, Secretary-Treasurer, T. & N. O. Railway Commission:—

“Dear Sir:

“*Re Sales Tax—A. J. Kennedy*

“Your file B-255—(70) May 10th.

“We enclose herewith B/P T-414 in duplicate, favour Mr. A. J. Kennedy, M.L.A., New Liskeard, in amount \$1,000.00 covering refund sales tax—account contract ties—1928.

“Please issue voucher and forward direct to Mr. Kennedy.”

MR. COLTER: That payment was made directly to Kennedy, not to Kennedy & Gibson?

HON. MR. ROEBUCK: Directly to Kennedy, M.L.A.

Then a letter dated May 17th, 1929, from Mr. Maund, Secretary-Treasurer, T. & N. O. Railway Commission, to Mr. G. B. Alford:—

“Dear Sir:

Re Sales Tax—A. J. Kennedy

“Desire to ack. your E-2324 of the 16th inst. enclosing B-P T-414, in favor of A. J. Kennedy, M.L.A., New Liskeard, \$1,000.00, covering refund sales tax, account contract ties, 1928.

“Same is being passed to A. of D. R. & A. for vouchering direct to Mr. Kennedy.”

The next is a letter dated May 30th, 1929, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. J. A. O'Donnell, Englehart, Ontario:—

“Dear Sir:

“Re Ties—Kennedy Account

“Do I understand that Kennedy was asking you for acceptance of these 4,000 ties? Kindly drop me a line stating where you saw him and the substance of the conversation between you. We want to be careful just how we are handling this situation.”

THE CHAIRMAN: That was an election year.

MR. PRICE: What date?

HON. MR. ROEBUCK: May 30th, 1929.

THE CHAIRMAN: There was an election that Fall.

MR. COLTER: Read that letter again, please?

HON. MR. ROEBUCK:—

“Do I understand that Kennedy was asking you for acceptance of these 4,000 ties? Kindly drop me a line stating where you saw him and the substance of the conversation between you. We want to be careful just how we are handling this situation. We are not ready yet, however, to accept these ties and we are not contemplating delivery until late in June. After I receive your letter I will write you further.

“The long distance connection was very poor this a.m. and I could not make out clearly what you were saying.”

THE CHAIRMAN: From whom to whom?

HON. MR. ROEBUCK: From the Purchasing Agent and Storekeeper to Mr. J. A. O'Donnell.

MR. PRICE: What is wrong with it?

HON. MR. ROEBUCK: Nothing wrong. I think Mr. Alford is quite right in being careful in handling Kennedy.

Q. Tell me what the situation is?

A. O'Donnell at that time was our Tie Inspector, and if there was any conversation going on between Kennedy and him I wanted to be in touch with him; so far as my department was concerned I wanted to be conversant with the situation. Realizing Mr. Kennedy's position, it was a natural thing for me to do. I wanted him not to be entering into any verbal commitments with Mr. Kennedy as regards ties without my knowledge.

Q. That is, your fingers had already been burned a couple of times, and you did not want to get scratched again?

A. I am endeavouring to protect my department to the limit.

Q. Against Mr. Kennedy? (No response.)

MR. PRICE: Against anybody.

HON. MR. ROEBUCK: Here is another letter from Mr. A. J. Kennedy to Mr. Alford, dated New Liskeard, June 4th, 1929, written on the letter paper of the Legislative Assembly of the Province of Ontario:—

“Dear Mr. Alford:

“Sorry in delay in returning duplicate order ties. We will have sawn when between 30 and 40 thousand feet of lumber if you can place same will make price right.’

Then a letter signed “A. J. Kennedy” to Mr. Alford, dated June 29th, 1929:—

“Dear Mr. Alford:

“The ties are all sawn and piled along the siding at Connaught. Something over six thousand (6,000) in all and would appreciate if you would have your man O'Donnell cull them. While the understanding was that we were to put them on cars, but there was no cars furnished as we had to draw them on waggons and would have cost no more to put on cars than pile along the track but it is far from my wish to be the cause of any trouble to you or a nuisance. Arrange it the best you can. There are two cars of lumber, mostly 2 x 4, 2 x 6, 2 x 8. About 5,000 feet 1 x 6 and up if any use to you.”

THE CHAIRMAN: Are there any more letters?

HON. MR. ROEBUCK: No.

THE CHAIRMAN: Then you may as well finish this file before we adjourn.

HON. MR. ROEBUCK: The next is a letter dated July 18th, 1929, from J. A. O'Donnell to Mr. G. B. Alford:—

“Dear Sir.

“Herewith please find an estimate on Mr. A. J. Kennedy ties piled at Connaught. Have allowed him an advance of 60 cents a tie as there are ties under the pile that cannot be scaled now and might say that these ties may cost us a little more to load than our own at Barbers Bay as they are all mixed up and will have to be sorted out when loading.

“For your information there is approximately 2,286 No. 1, 3,683 No. 2 ties and 254 culls.”

The Committee will observe that he has got out of the loading and has left them all mixed up as well, so that both sorting and loading will have to be done by the T. & N. O. Railway.

The next is a letter dated July 25th, 1929, from the Purchasing Agent and Storekeeper to Mr. A. J. Kennedy, M.L.A., New Liskeard:—

“Dear Sir:

Re Order No. 1616

“We are passing an advance on 6,223 ties at 60 cents per tie, amounting to \$3,733.80. O'Donnell advises that he is unable to make an accurate inspection of the ties as they are piled, but we will make settlement in full as soon as we are in a position to load.”

Making it quite clear that they were doing the loading.

MR. COLTER: Are all Kennedy's letters written on the Government stationery?

HON. MR. ROEBUCK: Yes, all written on Government stationery. The next is a letter from Mr. A. J. Kennedy to Mr. Alford, dated New Liskeard, July 27th, 1929:—

“Dear Mr. Alford:

“Not hearing from you since your letter stating you would ask Mr. O'Donnell to inspect the ties at Connaught, wondered if possible cheque would come in this month which I would appreciate very much.”

Then a letter of the 4th November, 1929, from Mr. A. J. Kennedy to Mr. Alford:—

“Dear Mr. Alford:

“Acknowledging yours of Oct. 18th re clearance on ties cut at Connaught this summer, the clearance was given on this lot when it was given on the timber cut in ties the year before as this lot broke away from Woolings Mill the last day or so they were cutting. They were all the same lot of logs.

“But if you require clearance again I am sure it can be got but I can assure you the clearance was granted as above stated.”

MR. COLTER: What is meant by “this lot broke away”?

THE CHAIRMAN: Got out of a boom, I suppose.

MR. PRICE: Broke away from a boom.

MR. COLTER: But the clearance was given before they broke away?

HON. MR. ROEBUCK: So he says.

I notice that on October 18th, 1929, the Purchasing Agent and Storekeeper wrote to Mr. A. J. Kennedy, M.L.A.:—

“Dear Sir:

“*Re Clearance Papers*

“Please supply clearance papers covering all ties supplied by you. We apparently have not received this document from the Crown Timber Agent.

“Your early advice in due course will be appreciated.”

But there is no clearance supplied, and the best excuse is that the ties broke away.

MR. COLTER: Because they belonged to the Government.

EXHIBIT No. 15:

- (a) Letter dated June 12th, 1928, from Mr. W. H. Maund to Mr. G. B. Alford: Re Tie requirements, 1928.
- (b) Letter dated June 25th, 1928, from Mr. W. H. Maund to Mr. G. B. Alford: Re Tie requirements, 1928.
- (c) Letter dated August 20th, 1928, from Mr. A. J. Kennedy, M.L.A., to Mr. G. B. Alford: Re Ties.
- (d) Letter dated August 27th, 1928, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. A. J. Kennedy, M.P.P., re Ties.
- (e) Letter dated October 12th, 1928, from Mr. W. H. Maund to Mr. G. B. Alford: Re Tie Supply—Kennedy & Gibson
- (f) Letter dated November 15th, 1928, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Messrs. Kennedy & Gibson: Re Ties, Clearance Papers.
- (g) Letter dated January 16th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. A. J. Kennedy: Re Sales Tax on Ties.
- (h) Letter dated January 18th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. W. H. Maund: Re Ties—Kennedy & Gibson.
- (i) Letter dated April 22nd, 1929, from Secretary-Treasurer, T. & N. O. Railway Commission, to Mr. A. J. Kennedy, M.L.A.: Re Tax on Ties.
- (j) Letter dated May 10th, 1929, from Mr. W. H. Maund to Mr. G. B. Alford: Re Ties—Kennedy & Gibson.
- (k) Letter dated May 16th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. W. H. Maund: Re Sales Tax—A. J. Kennedy.

- (l) Letter dated May 17th, 1929, from Mr. W. H. Maund to Mr. G. B. Alford: Re Sales Tax—A. J. Kennedy.
- (m) Letter dated May 30th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. J. A. O'Donnell, Englehart: Re Ties—Kennedy Account.
- (n) Letter dated June 4th, 1929, from Mr. A. J. Kennedy to Mr. G. B. Alford: Re Ties.
- (o) Letter dated June 29th, 1929, from Mr. A. J. Kennedy to Mr. G. B. Alford: Re Ties.
- (p) Letter dated July 18th, 1929, from J. A. O'Donnell to Mr. G. B. Alford, Re Kennedy Ties piled at Connaught.
- (q) Letter dated July 25th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. A. J. Kennedy, M.L.A.: Re Order No. 1616.
- (r) Letter dated July 27th, 1929, from Mr. A. J. Kennedy to Mr. G. B. Alford: Re Ties at Connaught.
- (s) Letter dated November 4th, 1929, from Mr. A. J. Kennedy to Mr. G. B. Alford: Re Clearance on Ties cut at Connaught.
- (t) Letter dated October 18th, 1929, from Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. A. J. Kennedy, M.L.A.: Re Clearance Papers.

MR. ROEBUCK: I observe from Exhibit No. 2, which is a statement of the ties purchased and the amounts paid by the T. & N. O. the following: November, 1928, Kennedy & Gibson, Nos. 1 and 2, 91,315 ties; Value, \$73,555.95; No. 3 ties, 12,960; Value \$5,184. Price: No. 1, 85 cents; No. 2, 75 cents, and No. 3, 40 cents.

MR. GLASS: You have the total ties there, 104,275.

HON. MR. ROEBUCK: The grand total of those ties I have just read is 104,275.

MR. COLTER: In how long?

THE CHAIRMAN: 1928.

MR. PRICE: \$78,739.95 altogether. Might I interrupt to say that it seems to me that the sales tax on that amount would be larger than you have estimated?

HON. MR. ROEBUCK: The sales tax at 4 per cent—

MR. PRICE: Would be \$4,000?

HON. MR. ROEBUCK: Yes.

MR. PRICE: So Kennedy got allowed only a quarter or \$1,000 out of \$4,000?

HON. MR. ROEBUCK: Q. What do you say to that, witness? (No response.)

MR. GLASS: The contract was for 75,000 ties.

WITNESS: I would like to see the file. Have I your permission, Mr. Chairman, to consult Mr. Hume?

THE CHAIRMAN: Yes. Gentlemen, we have to go on in the morning anyway—

MR. PRICE: Let us clear up this point before we adjourn.

HON. MR. ROEBUCK: I am almost through and will hand over the witness to my friend Mr. Price to-morrow morning.

MR. PRICE: I think it would be unfair to say that Kennedy got \$1,000 out of \$1,200 if he actually got \$1,000 out of \$4,000. Let us have the facts.

THE CHAIRMAN: Did everybody else except Kennedy pay sales tax?

HON. MR. ROEBUCK: Oh, yes; nobody else gets out of paying sales tax.

The Chairman and Mr. Hume conferred with the witness *solte voce*.

THE CHAIRMAN: Mr. Roebuck, according to this file there has been no sales tax paid at all on the 104,000 odd ties.

MR. PRICE: You will not get rid of sales tax with the Federal authorities. I think you had better find out if the sales tax was paid.

MR. GLASS: There is no record here. Of course, the purchaser has nothing to do with it.

HON. MR. ROEBUCK: Mr. Chairman, you have made a study of the matter with Mr. Hume and the witness. Would you ask the questions that will bring the matter to light?

THE CHAIRMAN: I think, Mr. Roebuck, it would be better for you to have a consultation with these men before to-morrow morning. It is all mixed up. There were two or three different arrangements.

MR. HUME: No sales tax whatever was paid on the 104,000 ties.

MR. PRICE: Mr. Chairman, I take it that we will have to work it out, but altogether the contract came to \$78,739.95, and the sales tax on that amount would be \$3,149, and as far as we have it Mr. Kennedy was allowed \$1,000. I would say that Mr. Kennedy would have to pay that sales tax; I do not know whether he paid it or not.

HON. MR. ROEBUCK: We will make the thing perfectly straight, but this is the way it works out: The figures Mr. Alford gave us are correct. In the

first year all the sales tax was shouldered by the T. & N. O. Railway Commission, and in the second year the number of ties mentioned at the amount mentioned was compromised, \$200 to the railroad and \$1,000 to Mr. Kennedy; that is, Mr. Kennedy bears \$200, and the railroad bears \$1,000. Now, they went on from there with other contracts and supplied further ties that year, but they took jolly good care that Mr. Kennedy was nailed to his sales tax, so that in those instances Mr. Kennedy did pay the sales tax.

Q. May I ask you this: Did you pay the sales tax for other contractors?

A. No. The other contracts that were let around the same time as the Kennedy contract bore the sales tax.

Q. All of them bore the sales tax?

A. Yes.

HON. MR. ROEBUCK: I want to point out one thing more, and then I am ready to adjourn: I was referring to Exhibit No. 2, and I observed that the price paid for No. 1 ties to Mr. Kennedy is 85 cents and the price paid to Mr. Woollings is 75 cents, and the price paid to all other contractors including W. Simon, S. Stayman, R. D. Chester and the Settlers who got a small amount, is 80 cents. The price paid for No. 2 ties to Kennedy is 75 cents; the price paid to Woollings for No. 2 ties is 65 cents; the price paid to all other contractors including settlers is 70 cents. The price paid on No. 3 ties to Kennedy is 40 cents; the price paid on No. 3 ties to Woollings is 40 cents, and the price paid for No. 3 ties to all other contractors including settlers is 35 cents.

THE CHAIRMAN: What explanation have you for that?

MR. PRICE: Q. Why was that arrangement made?

A. There is a difference there, speaking of T. S. Woollings; those are ties taken off our own land, and we are obligated to the extent of ten cents per tie as far as that contract or arrangement is concerned, and we reduced the Woollings contract by ten cents per tie.

HON. MR. ROEBUCK: Q. Because you have to pay the Crown dues of ten cents per tie in the Woollings instance?

A. Yes.

Q. Although you did not pay that in the Kennedy instance?

A. No.

Q. What is the explanation of the difference between 85 cents paid to Kennedy and 80 cents paid to all other contractors including settlers? (No response.)

MR. PRICE: Q. Why did you pay 85 cents to Kennedy?

HON. MR. ROEBUCK: I am asking the question. Let him answer it.

Q. What is the difference between 85 cents paid to Kennedy and the 80 cents paid to all other contractors including settlers? (No response.)

THE CHAIRMAN: Q. To make the question simple, why did you pay Kennedy 5 cents more than anybody else?

A. I have not a definite statement to make. These smaller contractors of 1,000 ties at that price of 80 cents might be alongside tracks, and the Kennedy contract might be f.o.b. cars.

HON. MR. ROEBUCK: Q. But the letters show he did not put them on the cars and that you not only put them on but unentangled them as well?

MR. PRICE: A few ties.

MR. GLASS: 25,000; he was supposed to peel 25,000 ties.

THE CHAIRMAN: Q. You do not know the answer?

A. No.

HON. MR. ROEBUCK: Q. Mr. Alford, could you not get out a big contract of ties at a cheaper rate than you could get out a little contract?

A. Yes.

Q. A big operation?

A. Yes, a big operation would be less costly than a small operation.

HON. MR. ROEBUCK: I beg to call attention to the fact that S. Stayman got only 883 ties, Nos. 1 and 2, and he is paid 80 cents, while Kennedy & Gibson got 91,315 ties, Nos. 1 and 2, and were paid 85 cents.

Q. Do you know that Kennedy drew his ties any farther than these other contractors?

A. No, sir; I do not.

Q. Do you know where he got them from?

A. He got them from the limit at Connaught.

Q. Do you know how far that limit is from the loading station, approximately?

A. No, sir; I do not know.

Q. You do not know whether it is one mile or ten miles?

A. No, sir. You are coming at the distance from the initial operation to the mill?

Q. Yes?

A. I could not say that.

Q. Does he drive his logs?

A. Yes.

Q. Is there a river there?

A. Yes, he would drive them.

Q. So the distance would not make very much difference?

A. No. He would have that operation carried on, and this spring when the river opened up he would drive those ties practically from the initial operation, from where they were cut, to the mill.

Q. The mill is on the river?

A. Yes, it is.

Q. So you could not, probably, get a cheaper operation anywhere than that? (No response.)

MR. MACAULAY: You would, if you were alongside the railway.

HON. MR. ROEBUCK: No; he might be beside the railway and draw them a long way.

MR. GLASS: It is drawing a herring across the trail.

Witness stood aside.

Whereupon the Committee adjourned at 1.15 o'clock p.m. until 10.00 o'clock a.m. on Friday, April 3, 1936.

NINTH SITTING

Parliament Buildings, Toronto,
Friday, April 3, 1936,
at 10.00 a.m.

THE CHAIRMAN: Will the Secretary call the roll, please?

The Secretary called the roll of Members of the Committee.

GEORGE BERTRAM ALFORD, Resumed the Stand.

MR. PRICE: Q. Mr. Alford, in 1927 when A. J. Kennedy had a contract,

according to Exhibit No. 2, he took out 54,191 ties, No. 1 and 2, at a price of \$39,734.50, and 7,287 ties, No. 3, at a price of \$3,031.39; and these are at 75c., 65c. and 40c. for the three grades?

A. Yes, sir.

Q. I notice that some other contractors, as I pointed out, got 80 cents, while Mr. Kennedy got the same price as the settlers received?

A. Well, I would say this, sir; that where the conditions are the same, there was no difference in the price set by the railway for a contract. Where there is a difference in the price shown on that statement, the conditions are not the same. It is f.o.b. cars, or f.o.b. track.

HON. MR. ROEBUCK: Q. You do not know that; you are guessing at it?

MR. PRICE: He said that the other day.

HON. MR. ROEBUCK: Q. Do you know that as a fact?

A. Yes, sir.

Q. Do you know it as a fact that conditions differed to the point that it made necessarily a 5-cent difference in the price?

MR. PRICE: I am not talking about that; I am talking about 1927 when Mr. Kennedy got the same price as the settlers—75 cents, 65 cents and 40 cents. I was asking Mr. Alford how it was that Mr. Kennedy got the low price of 75 cents, 65 cents and 40 cents, while several other contractors got 80 cents, 70 cents and 45 cents.

Q. You told me the reason for that was governed by conditions as to where the ties were located and other conditions surrounding them? That is correct?

A. Yes, sir.

HON. MR. ROEBUCK: Q. Of course, you did not set the price, did you?

A. No, sir.

MR. PRICE: Q. The T. & N. O. Railway Commission set the price?

A. Yes, sir.

Q. They set the price after dealing with each contractor?

A. Yes; they set the price prior. They set the price at the commencement of the season, or before the contracts would be awarded.

Q. In a case where a man gets 5 cents higher or lower than the set price, what is that done for? Why is it that we see here that Cossette and Company

got 80 cents, 70 cents and 45 cents, although it was only a small contract of 2,177 ties, and when it comes to A. J. Kennedy and T. S. Woollings and the Acme Timber Company, they got 75 cents, 65 cents and 40 cents. Can you explain that?

A. I can explain it in this way; the way we are operating at the present time, for instance, on a large contract the price is set f.o.b. cars. The settlers and small contractors will bring them, as at the present time, in lots of 200, and the same principle would apply there. He gets the break there of getting payment alongside the track.

Q. But in the case of Kennedy, he loaded the ties on the cars?

A. Kennedy's ties are loaded.

Q. At this time in 1927, you were not peeling ties, were you? I mean, you were not having the contractors peel the ties then?

A. It was not the practice.

Q. Was that the practice in 1929?

A. No, sir, it was not the practice.

Q. When did the T. & N. O. start the practice?

A. A few years ago.

Q. A few years ago?

A. A few years ago.

Q. When?

A. I would say in 1933-34.

Q. In 1933-34 they started the practice of asking the contractor to peel the ties?

A. That is on what you would term a large contract.

Q. So that from 1933-34, 1934-35, 1935-36, where you let contracts to large contractors like Woollings and Feldman and all the others of that size, they had to peel the ties and also load them on the cars; it was f.o.b. cars?

A. F.o.b. cars.

Q. And that policy obtains at the present time?

A. I would like, sir, to ask my chief clerk.

MR. PRICE: Certainly.

WITNESS: Mr. Hume, was it 1933-34 or 1934-35?

MR. HUME: On the ties?

WITNESS: On the peeling.

MR. HUME: The specifications were changed in 1934-35.

MR. PRICE: Q. So that you changed the specifications in 1934-35?

A. The specifications were changed in 1934-35.

Q. That was the first year that the contractor had to peel his ties?

A. That it became a practice.

Q. As well as loading them?

A. Yes, sir.

HON. MR. ROEBUCK: But Kennedy agreed to do this, according to the letters which form the contract?

MR. PRICE: I am going to deal with 1929 in a moment.

HON. MR. ROEBUCK: In 1926-27 Kennedy agreed to peel the ties and did not do it, whatever the practice was.

MR. PRICE: It was not the practice at that time, as the witness has just said. If Kennedy was peeling the ties at that time, and getting the low price, he was certainly getting the short end of the stick.

HON. MR. ROEBUCK: That depends on the conditions, as the witness said.

MR. PRICE: My contention is that in 1927 Kennedy took the low price.

HON. MR. ROEBUCK: On a big contract.

MR. PRICE: Woollings had a large contract. Woollings had the same thing. Woollings had a contract for 140,195, and Kennedy had a contract for 54,191.

HON. MR. ROEBUCK: Woollings took his off the T. & N. O. property.

MR. PRICE: That was an advantage to Woollings.

HON. MR. ROEBUCK: And the railway paid the Crown dues of 10 cents a tie on the Woollings property.

MR. PRICE: We have cleared up that practice and we have now got the facts. We can all draw our own conclusions from them.

Q. We have dealt with 1926-27, where Mr. Kennedy had the low price.

Now, in 1928, Kennedy and Gibson had a contract for 91,315 ties on which he got 85 cents, 75 cents and 40 cents; whereas Woollings got 75 cents, 65 cents and 40 cents. We were just at that point yesterday, and can you now explain to the Committee why it was that Kennedy and Gibson got 85 cents for No. 1, 75 cents for No. 2 and 40 cents for No. 3; whereas Woollings got 75 cents, 65 cents and 40 cents?

A. Well, we are speaking of the difference there of 10 cents per tie?

Q. Exactly?

A. In the case of T. S. Woollings, those ties were taken off our own limit, off the T. & N. O. limit; and a condition pertaining to that limit is that the railway is responsible for the dues. We paid 10 cents per tie.

Q. Let me understand that. If you paid 10 cents per tie, then you paid 10 cents and 75 cents to Woollings?

A. The basis of settlement is the same.

Q. The same as with Kennedy?

A. Absolutely.

Q. So there is no difference, then, between the Woollings contract and the Kennedy contract?

MR. MARCEAU: Mr. Chairman, may I ask a question?

MR. PRICE: Just a moment. We got this out yesterday, that if Kennedy got a big price, I am showing through the witness that the prices are the same.

WITNESS: The basis of the awarding of the contract to T. S. Woollings Company and Kennedy is the same.

Q. At the time that contract in 1928 was given to Kennedy and Gibson, T. S. Woollings, as you said, cut this timber on the T. & N. O. limits?

A. Yes, sir.

Q. And Kennedy and Gibson cut it on their own limits?

A. Yes.

Q. And the difference of 85 cents to Kennedy and 75 cents to Woollings was the same as far as the Commission was concerned because the Commission had to pay 10 cents for their dues?

A. Yes, sir.

Q. On those contracts to Woollings and Kennedy & Gibson, that would be f.o.b. cars?

A. Yes, sir.

Q. All of those would be f.o.b. cars?

A. Yes, sir.

Q. And in the case of the settlers it would be f.o.b. the siding? They would not have to load?

A. Where there is a difference in the price, I would like to keep to my statement; that, to the best of my knowledge, the conditions would be different. To the best of my knowledge, the basis of the contract would not be the same.

MR. PRICE: That is right; that where there is a difference in the price, to the best of the witness' knowledge, the conditions are not the same.

Q. Now, something came up about sales tax. I am not clear on it, and I do not think the members of the Committee are clear on it, irrespective of the Kennedy matter, and I would like to clear up the practice with regard to sales tax on any contract?

A. The practice prior to 1926-27 was sales tax extra.

Q. Prior to 1926-27?

A. Will you permit me to address a question to my chief clerk?

WITNESS: Do the records bear that out? That is the situation, is it not, that the sales tax was extra?

MR. HUME: Yes, sales tax was extra.

MR. PRICE: Prior to 1926-27, the sales tax was extra.

THE CHAIRMAN: What do you mean by that, witness?

MR. PRICE: Q. That means that the man who sold the ties to the T. & N.O. paid the sales tax. That is, if he sold them at 75 cents, he paid the sales tax in addition?

WITNESS: I would like to get that clear. Where the sales tax is extra, if you are speaking about the price of 75 cents—

Q. Yes?

A. And the terms are sales tax extra, the railway assumes the payment of that tax.

Q. That was before 1926-27?

A. Yes.

Q. The railway assumed the sales tax?

MR. GLASS: The correspondence does not bear that out.

MR. PRICE: Wait. This was pretty well mixed up, and I would like to get it straightened out.

MR. GLASS: You are getting it more mixed up now.

MR. PRICE: Q. After 1926-27, when you let contracts, who was it that paid the sales tax? Who was responsible for the sales tax?

A. The contracts were placed on a basis of sales tax included in the price, which would mean that the contractor would be responsible.

Q. After 1926-27, the contractor would be responsible for the sales tax?

A. Yes; on the basis of the manner in which the orders were placed.

HON. MR. ROEBUCK: Can you show any letters to that effect?

MR. PRICE: Q. In connection with the 1928 contract to Kennedy & Gibson, for 91,315 ties, who would be responsible for the sales tax? In that case, Woolings got a contract for 33,366 ties?

A. The contractor would be responsible for it on the basis of the understanding that we had at the time.

Q. That was not in the written contract?

A. It was not in the written contract.

Q. You used your own contracts, but the understanding was that the contractor would be responsible for the sales tax?

A. Yes, sir.

Q. How was it, Mr. Alford, that the controversy arose with Mr. Kennedy in 1928 in connection with this sales tax? Will you explain that? Yesterday, letters were read from Mr. Kennedy disclaiming that he should pay for the sales tax. How was it that that controversy arose?

A. Well, all those contracts at 85 cents, 75 cents and 40 cents were finally settled with the contractor paying the tax, with the exception of Mr. Kennedy. Mr. Kennedy claimed that his understanding was that the railway would pay the tax.

Q. That had been the practice before, I suppose, as you outlined?

A. Some years before. And it became a controversy between the railway and Mr. Kennedy, and owing to the fact that the other contractors had paid the tax, we pressed the point that Mr. Kennedy should fall in line and that his account should be settled on the same basis. He appeared before the Commis-

sion, and what was said, I am not conversant with; but there was an adjustment made on his contract.

Q. How much would the sales tax be at that time?

A. \$3,165.20.

Q. And what adjustment did the company make?

A. \$1,000.

Q. That is, Mr. Kennedy objected to paying the sales tax, saying that his contract did not provide for the payment of sales tax and you said there was an understanding that he should pay the sales tax. That is correct?

A. That is correct.

Q. And he went before the Commission contending that he should not pay the sales tax, and the Commission said, You really owe us—what was that figure?

A. \$3,165.20.

Q. And then the Commission allowed Mr. Kennedy \$1,000?

HON. MR. ROEBUCK: Would you mind showing me the document that supports that?

MR. PRICE: I have it in my notes.

HON. MR. ROEBUCK: I do not care about your notes.

MR. PRICE: Q. What were you going to say, witness?

HON. MR. ROEBUCK: Where do you get that information? That is different from what came out before.

MR. PRICE: We figured it out yesterday, and \$3,165.20 would be the total sales tax.

HON. MR. ROEBUCK: For the entire year.

MR. PRICE: That is for the 1928 contract.

HON. MR. ROEBUCK: That is not the time the adjustment was made.

MR. PRICE: That was 1928.

Q. Was that the time the adjustment was made?

A. Mr. Hume has taken that from the progress certificate, the final statement.

MR. PRICE: Show me the progress certificate. The amount which the Commission said he should pay was \$3,165.20, and Kennedy went before the Commission—

MR. GLASS: The records speak for themselves.

MR. PRICE: The records are in, but I did not cross-examine on them. I am cross-examining now.

HON. MR. ROEBUCK: He is entitled to cross-examine.

THE CHAIRMAN: Mr. Price is quite in order.

HON. MR. ROEBUCK: Only I think you are confusing the issue.

MR. PRICE: I am not confusing the issue.

THE CHAIRMAN: That is counsel's privilege, Mr. Roebuck.

MR. PRICE: Q. Then they allowed Mr. Kennedy \$1,000?

A. Yes, sir.

Q. In other words, he was to pay \$3,165.20 and the Commission allowed him \$1,000 off that amount?

A. Yes, sir.

Q. That meant that Kennedy was really paying \$2,165.20, and the Commission paying \$1,000? That is correct?

A. I would like to clarify that, sir.

Q. Yes?

A. The question of the tax was not an issue between Mr. Kennedy and the T. & N. O. It was a matter between Mr. Kennedy and the Department.

THE CHAIRMAN: What Department?

WITNESS: Here, the Department of Lands and Forests.

Q. Why would it be an issue between Mr. Kennedy and the Department of Lands and Forests?

MR. PRICE: I would not know. It is sales tax, and it would concern Ottawa.

THE CHAIRMAN: It would concern Ottawa, it would not concern the Department of Lands and Forests.

WITNESS: Pardon me, sir; between Mr. Kennedy and the Department of Inland Revenue at Ottawa.

THE CHAIRMAN: Yes; that is right.

MR. PRICE: Yes.

THE CHAIRMAN: By the way, how do you know that; from instructions you got? How do you know that there was a dispute between the Department of Inland Revenue and Mr. Kennedy over this sales tax?

WITNESS: No doubt he would be responsible to the Department of Inland Revenue at Ottawa, as far as the tax is concerned.

THE CHAIRMAN: How do you know he got into a row with them over it?

WITNESS: I do not think I said that, sir.

THE CHAIRMAN: Well, into a dispute over it.

WITNESS: It was an issue.

MR. PRICE: Go ahead, Mr. Alford.

WITNESS: Then, being responsible to the Department of Inland Revenue at Ottawa, he came before the Commission wanting this sales tax which we claimed that he should assume himself. Because of the fact that it was not clearly stipulated in the contract, it was finally adjusted on that basis, with an allowance of \$1,000.

Q. So that, if Mr. Kennedy got an allowance of \$1,000, he had to pay to the Department of Inland Revenue at Ottawa \$3,165.20?

MR. COLTER: Everybody else knew that he was selling ties to the T. & N. O. and knew that he had to pay the sales tax on those ties?

WITNESS: Yes, sir.

MR. PRICE: It was not in the contract, Mr. Colter.

THE CHAIRMAN: For the benefit of the members of the Committee, and to clear the point up in my own mind, was the \$2,600 odd that was paid on the Kennedy contract paid on the contract in existence the year before the Kennedy-Gibson contract?

MR. PRICE: No. The Kennedy-Gibson contract was in 1928, and then there was a small contract to A. J. Kennedy in 1929.

THE CHAIRMAN: After Kennedy had appeared before the Commission and got them to advance \$1,000 sales tax on the Kennedy-Gibson contract, it was afterwards that the Commission went ahead and paid him \$2,600 odd on his own contract?

WITNESS: No, sir.

THE CHAIRMAN: I mean \$1,600, I do not mean \$2,600.

MR. PRICE: Q. Will you explain that, Mr. Alford?

A. Mr. Chairman; I would like to get this across, that we are discussing now the 1928-29 Kennedy contract.

MR. PRICE: Yes.

THE CHAIRMAN: No, we were discussing the Kennedy-Gibson contract, and that is what has got me confused. What year was the Kennedy-Gibson contract?

MR. PRICE: November, 1928, to Gibson & Kennedy. It would be carried out in 1928-29.

THE CHAIRMAN: When was the Kennedy contract?

MR. PRICE: The Kennedy contract was in October, 1929, for 5,656 ties.

Q. When did Kennedy come before the Commission? Did he come before the Commission in 1929 on the two contracts?

THE CHAIRMAN: Let me see that for a moment.

MR. PRICE: Mr. Chairman, there are two contracts.

THE CHAIRMAN: I know there are two contracts, and I wanted to know which came first, the \$1,000 that the T. & N. O. allowed on the sales tax relating to Kennedy-Gibson and the \$1,600 they paid in full on the A. J. Kennedy contract.

MR. PRICE: Let Mr. Alford explain that.

WITNESS: When we were speaking yesterday, when the question of sales tax came up, that was on the 1926-27 contract.

MR. PRICE: Q. That is prior to this time?

A. Yes.

THE CHAIRMAN: That is the A. J. Kennedy contract?

WITNESS: Yes.

THE CHAIRMAN: Was that the one on which the \$1,600 was paid for sales tax?

MR. GLASS: Yes.

WITNESS: Yes, sir. I am not sure of that amount, but that is the contract we were discussing when speaking about sales tax.

THE CHAIRMAN: Q. Then it was subsequent to the payment by the T. & N. O. of the \$1,600 odd that they had this other?

A. Yes, sir.

MR. PRICE: Q. Going back to the 1927 contract, August, where Kennedy had 54,191 ties, was there a dispute over the sales tax on that contract?

A. No, sir, there was not a dispute. After those contracts were awarded to Kennedy and others on the basis of 75 cents, 65 cents, or whatever the prices are that are mentioned on that statement—

Q. Yes?

A. —they were all let on the basis of sales tax included, which meant that the contractor would be responsible for the tax. And I got instructions from the Commission to consider it on a basis of sales tax extra rather than on a basis of sales tax included. And it was carried out on that basis. The railway paid the tax.

Q. Was that the time Kennedy came before the Commission?

A. No, sir, not to my knowledge.

Q. That was a matter entirely distinct?

A. Yes, sir.

Q. Your instructions in connection with those contracts were that the Commission would pay the sales tax?

A. Yes, sir.

MR. COLTER: It was not mentioned in the contracts, though.

WITNESS: It was sent out. The initial move was that the prices would include the sales tax, sales tax included, but it was subsequently changed and it was not confirmed by an altered contract.

Q. After the contract was performed, it was arranged that the sales tax should be paid?

A. Subsequent to the awarding of the order.

THE CHAIRMAN: I am more confused than I was at the beginning.

Q. Yesterday, witness, in answer to a question I put to you, you stated that the only contractor for whom the T. & N. O. paid the sales tax was A. J. Kennedy. Now, we want to be fair to Mr. Kennedy. Were you mistaken in that statement, and did the T. & N. O. pay sales tax for the other contractors in the year in which they paid the \$1,600 odd for Kennedy?

A. Yes, sir. I am glad of the opportunity to have that corrected. When I was asked that statement, I said, "To the best of my knowledge." Well, in part, it was right. I could not have named another contractor at the time who had been settled with on the same basis as Mr. Kennedy. But subsequently the chief clerk drew my attention to the fact that definite contracts were settled for on the same basis, and I am changing it now. I am changing my evidence that Kennedy had been accorded a special privilege in the final settlement of our 1926-27 contracts.

MR. PRICE: Q. You are changing your evidence?

A. I am changing it; that the others were settled for on the same basis.

THE CHAIRMAN: Let me finish it, because it has been unfair to Mr. Kennedy in regard to that \$1,600 contract.

MR. PRICE: It went out yesterday in the press that Kennedy had been allowed \$1,600 differently than the other contractors. Now it appears from what Mr. Alford says that Kennedy had been allowed the same terms on the 1926-27 contracts as the other contractors regarding sales tax. I think that should be corrected.

MR. COLTER: Who were the other contractors?

MR. PRICE: The other contractors were, the Acme Timber Company, T. S. Woollings, Cossette & Company, C. Marshall, E. Boisclair, the Pontiac Lumber Company and A. J. Kennedy. Altogether, there were 211,011 ties, of which Kennedy got 54,191, and those were all treated on the same basis, Mr. Chairman.

THE CHAIRMAN: To satisfy the Committee, you could take one of those files and show where that had been done. Or have you satisfied yourself about that, Mr. Alford?

WITNESS: Yes, sir.

MR. PRICE: I think it was unfair to Mr. Kennedy yesterday, but now the witness has corrected that. Do you agree with that?

THE CHAIRMAN: Yes.

MR. PRICE: It should be corrected.

MR. GLASS: What year is that, 1926-27?

THE CHAIRMAN: Yes.

MR. PRICE: Let me clean this up.

THE CHAIRMAN: Probably we had better settle this. Mr. Lang seems to think he is mistaken again. He thinks it is 1927-28.

MR. LANG: It is 1927-28, not 1926-27.

MR. PRICE: Then it is 1927?

MR. LANG: Yes, 1927-28; not 1926-27.

MR. PRICE: That was the only contract Mr. Kennedy had. He did not have one in 1923-24, 1924-25, or 1925-26. Pick out any other contract that he had up to that time. He did not have any other, did he?

MR. LANG: I do not think it. He did not become a Member until 1926.

MR. PRICE: He had a contract away back in 1914, and as far back as 1908, and he had not been elected then. There has got to be a little element of fairness in this.

THE CHAIRMAN: I think everybody is trying to be fair.

MR. PRICE: The Chairman is fair.

THE CHAIRMAN: I want to clear up this whole thing for the Committee. If your evidence is correct, and it can very easily be corroborated by the documentary evidence, so far as the \$1,600 payment to A. J. Kennedy was concerned, it covered sales tax on the 1927-28 contract; and so far as the \$1,000 payment was concerned, the T. & N. O., as I understand it now, did not make any adjustment or did not make any payment towards the sales tax owing by any other contractor on the 1928-29 contract? Is that correct?

WITNESS: Would you repeat the question, please?

THE CHAIRMAN: Q. Did the T. & N. O. make any adjustment with any other contractor with regard to the same year in which they allowed Mr. Kennedy \$1,000 towards the payment of his sales tax?

A. No, sir.

MR. PRICE: I want to examine on that, Mr. Alford.

Q. In 1928, Kennedy had 91,315 ties. That is the time he got 85 cents, 75 cents and 40 cents, and you said it was just the same as Woollings, because Woollings cut off the railway limits?

A. Yes, sir.

Q. Now, Kennedy got the same deal in 1927-28 as all the other contractors, is that correct?

A. Yes, sir.

HON. MR. ROEBUCK: No, I do not think that is correct. I think you are wrong in the year.

MR. PRICE: No, I am not. We have gone over that with the Chairman, and the witness has stated that several times.

Q. In connection with the 1928-29 Kennedy-Gibson contract, as I stated to you before, a controversy arose between Mr. Kennedy and the Commission as to who should pay the sales tax, and you told me that the sales tax then amounted to \$3,165.20, and that Kennedy should really have paid that sales tax?

A. Yes, sir.

Q. That Kennedy should have paid all the sales tax?

A. Yes, sir.

Q. But he said it was not in the contract. Now, was it in the contract?

A. No, sir.

Q. It was not in the contract?

A. No, sir.

Q. But it was an understanding? (No response.)

THE CHAIRMAN: Mr. Price, there was some document entered as one of the exhibits wherein it stated "Timber Dues and tax if any." The exact words are, "You to pay Crown Dues and tax if any." That will be found in a letter of April 28, 1927, from Mr. Alford to Mr. A. J. Kennedy.

WITNESS: No, that is 1927.

MR. PRICE: That is not this contract.

WITNESS: Mr. Chairman, may I make a statement?

MR. PRICE: I am dealing with the 1928 contract now.

WITNESS: On this 1926-27 contract, it is clearly stated there, but in the contract we are dealing with, the 1928-29 contract, our order did not state that the prices were to include the sales tax. Mr. Hume, would you produce the file?

MR. COLTER: That is the one on which \$1,600 was paid?

WITNESS: Yes.

Q. And it was specifically stated in the letter that he was to pay the tax?

A. Yes, sir.

MR. PRICE: They treated him the same as all the others?

A. Yes.

MR. COLTER: They were all wrong.

THE CHAIRMAN: Q. Could you tell us, witness, why the T. & N. O. went outside the terms of the contract and paid these contractors the sales tax that was properly payable to them?

MR. PRICE: It is the first time they did it.

WITNESS: Prior to that, Mr. Chairman, the railway paid the tax, and it was changed to sales tax included. Apparently there were complaints, and this can be supported about setting the prices at 75 cents, 65 cents and 40 cents, and having the contractor pay the taxes; and they then decided to follow along the same line as previously.

THE CHAIRMAN: Q. So for that year they decided to strike out these words, "Tax, if any" from the contract?

A. Yes, sir.

MR. PRICE: Now we are down to the Kennedy-Gibson contract in 1928-29, and that is quite clear.

THE CHAIRMAN: We have that other matter cleared up too.

MR. PRICE: That is all cleared up.

Q. Now, 1928-1929, it was not in the contract that year, was it, that they pay the sales tax?

A. To the best of my knowledge, but we can find out.

MR. GLASS: Here is a copy of the letter from which you can refresh your memory.

MR. PRICE: Q. To the best of your knowledge, there was nothing in the contract which stated that the contractor would pay the sales tax?

THE CHAIRMAN: That is wrong. Here is a letter dated at North Bay, January 16, 1929—

MR. PRICE: Yes, but this contract was entered into in 1928.

MR. GLASS: That is the trouble.

WITNESS: I can clear that up, still with my evidence being right.

MR. PRICE: Q. Yes, what is it, Mr. Alford?

A. We were dealing here in this letter with the 1928-29 contract, and we had not stated in the contract that those prices of 85 cents, 75 cents and 40 cents were to include tax. That is on the 1928-29 contract. Kennedy was claiming that he thought that we should pay the tax, and I am reviewing there—I am

going back to the 1926-27 contract and showing him where we had extended a consideration on the 1926-27 contract.

THE CHAIRMAN: You mean 1927-28?

WITNESS: 1927-28, yes.

Q. And that is what you were referring to when you mentioned paying the tax?

A. You will see there that I am going back to the 1927-28 contract and citing what happened then to back up our claim that he should not ask us to come along that year, 1928-29, and pay the tax.

THE CHAIRMAN: That is quite clear, Mr. Alford.

MR. PRICE: That is quite clear, Mr. Alford.

Q. So that Kennedy contended in 1928-29 that as it was not in the contract the contractor should not pay the sales tax?

MR. COLTER: That is the law.

MR. PRICE: Q. The contract was entered into in November, 1928, and on January 16, 1929, you wrote him a letter and you told him what the trouble had been with the former contract and that they had adjusted it and that this time the Commission wanted him to pay the sales tax, as well as all other contractors. That is the gist of your letter?

A. That is a summary of it.

Q. So that Kennedy went before the Commission and he got an allowance of \$1,000 on the sales tax?

A. Yes, sir.

Q. He contending that it was not in his contract?

A. Yes, sir.

THE CHAIRMAN: Q. Can you explain this, witness, why it was that he received this very favoured consideration of \$1,000 when none of the others got any consideration of the same kind?

A. No, sir, it was based on an interview between himself and the Commission, and all the information I had was the instruction to issue the voucher.

MR. PRICE: Q. The third contract Mr. Kennedy had was October, 1929, the 1929-30 operation, for 5,656 ties, and the total value of that was \$4,476 even. How was that entered into, Mr. Alford?

A. I would like to see that file. I think we have on file a letter that after

he had received this \$1,000 they gave him a further contract, but they did specifically state in the letter that the sales tax was included.

THE CHAIRMAN: That is mentioned in this letter of May 16, 1929, addressed to Mr. A. J. Kennedy, and reading as follows:—

“4,000 8' Railway Cross Ties.

“To be delivered f.o.b. cars tracks of the Commission at the following prices:—

“85c. for No. 1's.

“75c. “ “ 2's.

“40c. “ culls.

“These prices include sales tax if any.”

MR. COLTER: What is the date of that letter?

THE CHAIRMAN: May 16, 1929. That is the 1929-30 contract.

MR. PRICE: Apparently there is a contract here, October, 1929, A. J. Kennedy, 5,656 ties.

MR. GLASS: That is when he got paid.

WITNESS: Yes, sir.

MR. PRICE: Q. So that the understanding was made in May, and he got paid. Was there any controversy about that contract?

A. About this one?

Q. Yes?

A. No, sir, because it is clearly stated that it was to include the sales tax.

Q. Yesterday we had a deduction that the T. & N. O. Commission paid \$1,000 and Kennedy paid a certain amount. The real fact is that, as you now say, the only concession Kennedy got was as to the \$1,000 that the Commission allowed him?

A. Yes, sir.

Q. That is the only concession Kennedy got?

A. As far as the 1928-29 contract and the tax question is concerned.

Q. He was treated the same as far as prices were concerned on those contracts? They are comparable with Woollings?

A. Yes, sir, the basis of the contract.

Q. So far as the basis of the contract is concerned, Kennedy was treated

just the same as anyone else in reference to those contracts. That is right, is it Mr. Alford?

A. Yes, sir.

Q. So that it comes down to this: that on the Kennedy contracts, the only point at issue is that he was allowed \$1,000 of sales tax where he had paid to the Income Tax Department at Ottawa \$3,165.20, and the Commission practically paying \$1,000 and Kennedy paying \$2,165.20?

MR. COLTER: The Commission paid \$1,600 too.

MR. LANG: That was 1927-28.

MR. COLTER: The Commission paid \$1,600 of the sales tax and they gave him another \$1,000?

WITNESS: The Commission paid no sales tax whatever on this 1928-29 contract—paid no sales tax whatever. But Kennedy being obligated to the Department of Inland Revenue—he would be obligated to the Department at Ottawa, to the Dominion Government for the tax—he came before the Commission to relieve him of that tax burden, and the Commission made this concession of \$1,000 to help him out in that regard.

MR. COLTER: They paid the \$1,600 too?

THE CHAIRMAN: Yes, but they paid all the other sales taxes too.

MR. COLTER: Yes, but it was put differently by Mr. Price.

MR. SCHWENGER: Q. What was the total sales tax on Kennedy's contract for 1928-29?

A. \$3,165.20. The Commission paid \$1,000 on that. As far as the railway is concerned, we know nothing about the balance.

HON. MR. ROEBUCK: Mr. Price and I have been discussing this matter for a moment, and with your consent, Mr. Chairman, and with the consent of the members of the Committee, we would like to adjourn. I have Mr. Harvey here, and we could stand Mr. Alford aside and adjourn until to-morrow morning.

THE CHAIRMAN: Not to-morrow morning, Mr. Roebuck.

HON. MR. ROEBUCK: Then we will adjourn until Monday at 10.00 o'clock.

Witness stood aside.

MR. PRICE: Mr. Wicks is here, but I suppose we will have to keep him over until Monday.

HON. MR. ROEBUCK: Yes.

WILLIAM HARVEY, recalled.

HON. MR. ROEBUCK: Q. Mr. Harvey, will you tell me what years Mr. A. J. Kennedy, of Temiskaming, was a member of the Provincial Legislature?

A. The certificates of the Clerk of the Crown in Chancery, as presented to the Legislative Assembly, show that Mr. Angus John Kennedy was elected on June 25, 1923; December 1, 1926, and October 30, 1929, and took his oath as a Member of the Legislature.

Q. He continued as a Member of the Legislature, after his election in 1929, until what date?

A. Until the House was dissolved on May 16, 1934.

Q. That is to say, he was continuously a Member from—

A. The 25th day of June, 1923, until the 16th day of May, 1934.

MR. GLASS: That is eleven years.

HON. MR. ROEBUCK: Mr. Chairman, I want to call the Committee's attention to Section 10 of the Legislative Assembly Act, which reads as follows:

"10. No person holding or enjoying, undertaking or executing, directly or indirectly, alone or with another, by himself or by the interposition of a trustee or third person, any contract or agreement with His Majesty, or with any public officer or department, with respect to the public service of Ontario, or under which any public money of Ontario is to be paid for any service, work, matter or thing, shall be eligible as a member of or seat or vote in the Assembly."

I should also like to call the attention of the Committee to the case, in the Ontario Court of Appeal, of Peccin v. Lonagan and T. & N. O. Railway Commission, 1934 Ontario Reports, at page 701, to the effect that the T. & N. O. is a department of Government.

At page 705 of that report, his Lordship Davis, J.A., says:

"As early as 1907 in Gillies Bros. Co., Ltd., v. T. & N. O. Railway Commission (No. 2) (1907), 10 O.W.R. 975, MacMahon, J., in an action for damages for timber burnt upon lands of the plaintiffs alleged to have been by reason of the negligence of the defendants, considered the Statute incorporating the Commission and held it to be a Department of the Government."

THE CHAIRMAN: We will re-assemble at 10.00 o'clock on Monday morning.

Witness withdrew.

Whereupon the Committee adjourned at 11.00 o'clock a.m. until 10.00 o'clock on Monday, April 6, 1936.

TENTH SITTING

Parliament Buildings, Toronto,
Monday, April 6, 1936, at 10:00 a.m.

THE CHAIRMAN: The Secretary will call the Roll.

The Secretary called the Roll of Members of the Committee.

THE CHAIRMAN: Are you ready?

MR. PRICE: I will call Mr. A. E. Wicks.

MR. GLASS: That is as to the Critchley contract?

MR. PRICE: Yes.

AARNE EVERETT WICKS, Sworn. Examined by MR. PRICE.

Q. Where do you reside?

A. Cochrane.

Q. How do you carry on your business?

A. Under the name of A. E. Wicks Limited.

Q. How long have you carried on business in Cochrane or Northern Ontario?

A. Sixteen years.

THE CHAIRMAN: What is your business?

A. Lumber.

MR. PRICE: Q. You carry on a lumbering business?

A. Yes.

Q. What is the extent of your business, how many men have you in the woods?

A. It is seasonal. In the winter season we have more men employed.

Q. How many men would you have in the woods now?

A. This past winter?

Q. Yes?

A. Around 350 men.

THE CHAIRMAN: Q. Do they cut anything in the summer, or is all the cutting done in the winter?

A. The logging season commences in September and continues into the spring break-up, about this time of the year.

Q. Then there is no work done in the woods during the balance of the year?

A. Except peeling the pulpwood, which is not a lumbering operation.

Q. Then the sawmills go on in the summer time?

A. Yes.

MR. PRICE: Q. We had Mr. P. H. Critchley give evidence here, and he said that you had taken over an assignment of contract that he had gotten from the Temiskaming & Northern Ontario Railway—is that right?

A. Yes.

Q. What did that contract amount to, how many ties?

A. 5,000 ties.

Q. How did you happen to take that over?

A. I got a letter from Critchley one day offering it to me.

Q. Do you remember the date of the letter?

A. No.

Q. Have you got it with you?

A. Yes, it was on December 14, 1935.

Q. Will you produce the letter? (Witness complied.)

MR. PRICE: Mr. Wicks produces a letter which I will file as part of the next exhibit, dated at Monteith, Ontario, December 14, 1935, from P. H. Critchley to the witness and reading:—

“Dec. 14/35.

“Mr. A. E. Wicks,
“Cochrane, Ont.

“Dear Sir:—

“I have a contract on my desk for (5,000) railway ties, and while talking things in general with Archie this afternoon he asked me to put this up to you before going into any further deal with St. Aubin at Ramore who is anxious to take this over.

"Not being in a position to know what basis you would be interested make this proposition as I had already agreed with Archie to split on the deal.

"In the first place I must have cash of \$250.00 and like portion in cash or lumber for Archie. Should this appeal to you kindly advise by Tuesday as I had promised St. Aubin a reply by Wednesday morning, also might mention that he has arranged to get the cash in full and supply the ties at 12c. under my contract price. I understand Arch. wishes this to go your way.

"Yours truly,

(sgd.) "P. H. CRITCHLEY."

Q. Who is "Arch."?

A. His brother.

Q. What happened after you received that letter?

A. I believe I called him on the telephone when I got that letter and followed it up with a letter on December 18, 1935, following up my conversation with him, and concluded our deal on the 18th December, 1935.

Q. Have you got a copy of that letter?

A. Yes.

MR. PRICE: This copy of letter is dated December 18, 1935, from the witness to P. H. Critchley, reading as follows:—

"Dec. 18, 1935.

"Mr. P. H. Critchley,
"Monteith, Ont.

"Dear Sir:

"Confirming conversation of last evening regarding your 5,000 T.N.O. Tie Contract.

"We are prepared to fill this order during the summer of 1936 and to pay you \$500.00 as commission therefor. Our note for 6 months, without interest, is attached. Note that the writer has personally endorsed this.

"We attach 3 sets of 3 each (9 all told) of Imperial Bank form covering this which you are to sign as designated on top copy in lead pencil (back of it), have your name witnessed on all, hand them to the Bank. Bank will have them registered with the Railway.

"Letter, in duplicate, for you to sign (you retaining copy of it) is attached which you will file with the Bank, so that as and when monies do come in, will be paid by Bank to us.

"We in turn, will definitely complete this contract as it reads. We

will send you details so you may invoice the Railway, or better still, let us have blank invoice forms of your own to fill in as cars go out. We will send you copies of same for your records. Please forward the Contract itself to us soon as you have filed the documents as are enclosed with the Bank, as we will require it to complete our file in the matter.

Yours very truly,

(sgd) "A. E. WICKS LIMITED."

MR. PRICE: Q. Then, Mr. Wicks, you sent one note for \$500 or two notes for \$250 each?

A. He acknowledged that letter on the 20th and sent the \$500 note back and wanted two notes for \$250 each, and that was done on the 20th or 21st.

MR. PRICE: On December 20, 1935, Mr. P. H. Critchley wrote from Mon-teith to witness as follows:—

"Dec. 20/35.

"Mr. A. E. Wicks,
"Cochrane, Ont.

"Dear Sir:—

"Your letter along with forms and assignment received also note in the amount of \$500.00. You no doubt overlooked the matter of making this out in two separate amounts of \$250.00 each one to myself and the other to Archie. I am herewith returning the note in question and would ask that you do this as in so doing I will be through with Archie.

"Yours respectfully,

(sgd) "P. H. CRITCHLEY."

Then there is a copy of letter dated December 23, 1935, from A. E. Wicks Limited to P. H. Critchley:—

"Dear Sir:

"As requested in yours of the 20th inst. we enclose herewith TWO notes for \$250.00 each, one for you and one from J. A. Critchley, replacing the one for \$500 in your favor.

"If you recall I asked you very definitely at Porquis if you wanted one made to Archie and you said no. That is why they were not made this way in the first place.—It makes no difference to us how they are made out as long as the Banking end of it is made clear by you as instructed in former letter to you.

"Yours very truly,

(sgd) "A. E. WICKS LIMITED."

Q. Is that all the correspondence that passed between you?

A. No. I wrote to the bank because there was some delay in getting the papers through and I asked the bank whether they had come through, and finally on December 31 they sent a notice through. Then there was some question as to the location of the ties, and the last letter is dated March 23, 1936.

Q. Are there any other letters that pertain to this matter?

A. Yes, all these letters; that is my complete file (handing file of letters to Mr. Price).

MR. PRICE: On January 2, 1936, A. E. Wicks Limited wrote to the Manager of the Imperial Bank at Matheson, Ontario, as follows:—

“Dear Sir:

“Please advise us first of the coming week just what the progress is in getting that Critchley Tie deal assignment through, also note that original contract is to come to us soon as you have the assignment registered with the railway.

“Thanking you for your attention to this, we remain,

“Yours very truly,

(sgd) “A. E. WICKS LIMITED.”

Then on January 3, 1936, A. E. Wicks Limited wrote to the Manager of the Imperial Bank of Canada at Matheson, Ontario:—

“Dear Sir:

“We have your notice of December 31st, 1935, regarding an account of \$250.00 purporting to be owing by us to Mr. J. A. Critchley, and which has been assigned to your bank.

“This account as you know is not owing to Mr. Critchley until such time as you have the assignment of the Tie deal properly executed and registered with the Temiskaming & Northern Ontario Railway, and the original contract forwarded to us together with your guarantee that our interest will be protected at all times. That is to say, that our account covering the sale of these ties will be paid promptly when due from monies received from the Railway in payment of the ties as shipped.

“This is in line with our letter to Mr. P. H. Critchley dated December 18th, 1935, and a further letter to you of Jan. 2nd, 1936.

“Yours very truly,

“A. E. WICKS LIMITED.

“Per.....”

Then there is a notice from the Imperial Bank of Canada at Matheson, dated December 31, 1935, reading:—

"Sirs:

"We hereby notify you that the amount of your account to J. A. Critchley which appears by his books to be \$250.00 has been assigned to this Bank and that payment thereof should accordingly be made only to us.

"We shall be glad if you will acknowledge receipt of this notice and at the same time advise us whether the amount stated is correct or not.

"Yours truly,

(sgd) "JAS. BROMLEY,
Manager.

"To A. E. Wicks Ltd.,
"Cochrane, Ont."

Then there is a letter dated January 6, 1936, from the Manager of the Imperial Bank of Canada at Matheson to A. E. Wicks, Ltd., Cochrane, Ontario:—

Re Tie Contract—P. H. Critchley

"Dear Sir:

"I now have on file, letter from the T.N.O. Railway, acknowledging receipt of Assignment of Monies due on Contract and you can rely on it that your interest will be protected.

"I have already sent the original Contract to Mr. Anderson but have asked him to return it to us for the File here. If you have any objections to it being held here, there is no reason why you should not have it held in Cochrane.

"Very truly,

(sgd) "JAS. BROMLEY,
"Manager."

Then a copy of letter dated February 18, 1936, from A. E. Wicks Limited to Mr. P. H. Critchley, Monteith, Ontario:—

"Dear Sir:

"The Ties that we will be cutting on your account this summer will be loaded at Timmins at Mattagami River siding.

"Yours very truly,

(sgd) "A. E. WICKS LIMITED."

MR. PRICE: Q. Then that whole assignment or contract was completed satisfactorily to you?

A. Yes.

Q. And you are carrying out that contract?

A. Yes.

Q. And you are going to load the ties at Timmins at Mattagami River siding, as you notified Mr. Critchley?

A. Yes.

Q. And when do the notes come due which you gave?

A. Midsummer, June, I believe.

Q. One has been assigned to the bank?

A. They have both been discounted by the bank.

Q. You have been notified to that effect by them?

A. Yes.

Q. Is there anything further? Did you have any further correspondence with Critchley or any further discussion with Critchley?

A. I have had no correspondence with him excepting a copy of that last letter, when he asked me some time ago to let him have the contract back. He called me on the telephone and wanted it back.

Q. How long ago was that?

A. Some time before the date of that letter.

Q. Some time before March 23, 1936?

A. Yes.

Q. Then you mean to say that Critchley some time before March 23, 1936, called you on the telephone and wanted the contract back?

A. Yes. I believe he had called the office and I was out in the bush, and when I got back I asked him what he wanted and he wanted the contract back. Then the bookkeeper drew my attention to the press announcements with regard to this Committee which is now sitting, or something that occurred in the House.

Q. Please speak louder.

A. I was out in the bush, and when I came back this communication had come from Critchley by telephone. I called him up and asked him what he wanted, and he said to let him have the contract back. While I was talking on the telephone the bookkeeper in the office pointed out why he thought Critchley wanted it back, and I said: "I will think it over and let you know."

Q. There was a telephone message by Critchley to your office when you were out in the bush?

A. Yes.

Q. To the effect that he wanted to get the contract back?

A. Yes.

Q. And when you came in from the bush your office brought that to your attention?

A. Yes, and I called up Critchley.

Q. What was the conversation?

A. He said: "I would like to have the contract back. I will return it to you in a few days."

Q. Why did he want it back?

A. He did not explain that particularly, but I put two and two together—

HON. MR. ROEBUCK: Never mind your twos and twos. We will draw the inferences.

MR. PRICE: Q. He wanted the contract back?

A. Yes.

Q. What was your attitude on it?

HON. MR. ROEBUCK: What did he say?

MR. PRICE: Q. What did you say?

A. I said "I will not let you have it back unless you release my note."

Q. You had gotten the contract and had gone on in good faith?

A. Yes.

HON. MR. ROEBUCK: Q. What date was the conversation?

A. Some time before the 23rd March.

MR. PRICE: Q. How many days before?

A. One or two days before the 23rd March, 1936.

Q. Here is the letter from A. E. Wicks Limited to the Manager of the Imperial Bank at Matheson, Ontario, dated March 23, 1936?

A. Yes.

MR. PRICE: This letter reads:—

"Manager Imperial Bank,
"Matheson, Ont.

"Dear Sir:

"This will be your authority to hand over to Mr. P. H. Critchley the Tie Contract that he has assigned to us on the following undertaking:—

"1. That we are absolutely released from under the \$500 note given him and presumably discounted by him through you.

"2. That in the event of the T.N.O. cancelling this contract with him that we are imbursed for our fees in the filling of it by Critchley to the extent of \$250.00 or a minimum of .05c. per Tie. This would have to be in writing to you on our account.

"If released, the document is to be returned within 30 days.

"Yours very truly,

"A. E. WICKS LIMITED."

MR. PRICE: This file will be marked Exhibit No. 16. In it there are altogether ten letters.

EXHIBIT NO. 16:

- (a) Letter dated Monteith, December 14, 1935, from P. H. Critchley to A. E. Wicks.
- (b) Copy of letter dated December 18, 1935, from A. E. Wicks Limited to P. H. Critchley.
- (c) Letter dated Monteith, December 20, 1935, from P. H. Critchley to A. E. Wicks.
- (d) Copy of letter dated December 23, 1935, from A. E. Wicks Limited to P. H. Critchley.
- (e) Copy of letter dated January 2, 1936, from A. E. Wicks Limited to Manager of Imperial Bank, Matheson.
- (f) Copy of letter dated January 3, 1936, from A. E. Wicks Limited to Manager, Imperial Bank, Matheson.
- (g) Imperial Bank, Matheson. Notice dated December 31, 1935, to A. E. Wicks Limited, Cochrane, Ont.
- (h) Letter dated January 6, 1936, from Manager, Imperial Bank, Matheson, to A. E. Wicks, Limited.
- (i) Copy of letter dated February 18, 1936, from A. E. Wicks Limited to P. H. Critchley.

(j) Copy of letter dated March 23, 1936, from A. E. Wicks Limited to Manager, Imperial Bank, Matheson.

MR. PRICE: From Exhibit 1 I would like to get the Critchley file.

Q. Now, Mr. Wicks, have you heard anything further from Critchley on this matter?

A. No; I have not.

Q. So the two Critchley's got your two notes for \$250 each?

A. Yes.

Q. And you are carrying out the contract?

A. Yes.

Q. When you said that Critchley called you on the telephone and wanted you to take over this contract, do you remember what date that was?

A. To take it over?

Q. Yes?

A. He wrote me

Q. The writing was first?

A. Yes.

Q. And you telephoned him?

A. Yes.

Q. Is that the first you heard of it?

A. No. Earlier in the fall some time we thought he would be getting a contract from the railway, and he was talking something about getting a larger contract and wanted some standing timber from me to fill the contract, and I said "Get the contract first and I guess we can make a deal," or something like that.

Q. Have you timber limits of your own?

A. Yes.

Q. Jack-pine limits?

A. Yes.

Q. Tie limits?

A. Yes.

Q. Where are they situate?

A. In various places.

Q. We talked about limits called the Ontario Paper Company limits. Have you cutting rights on those limits?

A. Yes. I have an arrangement with the Ontario Paper Company to cut all the jack-pine on their limits, and they retain the spruce or pulpwood.

Q. Is that at Wasach Station?

A. Yes.

THE CHAIRMAN: Q. Do you gentlemen get your cutting rights from the Department of Lands and Forests?

A. Yes.

Q. What do you do? Do you pay so much for a timber limit or the right to cut timber on a certain limit, or do you get a limit granted to you and then the Government gets its share out of it by collecting timber dues for the amount of timber cut?

A. You put up Deposits and Guarantee bonds and get a license, and then you may proceed to cut the timber, and as the timber is cut it is scaled by Government scalers, and when you get an account from the Department for that you pay according to the amount per piece or per foot.

MR. PRICE: Q. From whom did you get those cutting rights on the Ontario Paper Company limits?

A. From the Ontario Paper Company, Limited.

Q. Then Critchley did not have any timber limits?

A. He may have, but I do not know of any.

Q. He said here he did not.

THE CHAIRMAN: He said his brother had some.

MR. PRICE: Here is a letter that P. H. Critchley wrote to Mr. G. B. Alford on September 14, 1935 (part of Exhibit 1):—

<p>“Mr. G. B. Alford, “Purchasing Agent & Storekeeper, “Tem. & Northern Ontario Railway, “North Bay, Ontario.</p>	<p>“Monteith, Ontario, “September 14, 1935.</p>
--	--

“Dear Sir:

“Following visit recently to your North Bay offices, as instructed, I herewith make application for a contract for railway ties.

"The said ties will be produced at Wasach Sta. and immediately upon word that our application is acceptable there will be forty men put to work in the bush, all drawn from the area between Porquis Jct. and Swastika. Later on in the winter when hauling starts a large number of settlers and their teams will be engaged. As you will understand, a bush operation will also entail substantial purchases of meats, vegetables and feed from surrounding farmers.

"The operation proposed for the Wasach mill for this winter is designed to produce approximately $2\frac{1}{2}$ million feet of lumber. This is the least quantity that would make an economic production possible. In order to secure finances for this amount a substantial potential market must be shown.

"The benefits to be derived from a logging and sawing operation are large. Thirty-five to forty men would be employed all winter—Fifty to sixty men would be required for Spring driving—A crew of forty to fifty men would be used at the sawmill all summer.—A substantial amount would accrue to the Provincial Government in Crown dues and the hauling of lumber by the Railway would approximate 150 carloads.

"In order that I can carry out all of the foregoing a minimum contract of 20,000 Ties is needed. For reference as to ability to fill such a contract I have pleasure in suggesting the Imperial Bank of Canada at Matheson.

"Due to the fact that now is the time to get started on bush operation and work is so urgently needed I trust that you will find it convenient to advise me promptly as to your decision.

"Yours very truly,

(sgd) "P. H. CRITCHLEY."

"Copy to Col. Malcolm Lang."

Q. Now, Mr. Wicks, apparently this was on the limits that you held?

A. As I said a little while ago, early in the fall, apparently in September, he came to me and told me he thought he could get a tie contract for 20,000 ties, and at that time I also had been trying to get a tie contract and was told that only small contracts were being let, so I more or less abandoned the idea of operating the Wasach Mill during the present season. However, I told Critchley in September if he got a 20,000 tie contract I would go ahead with the work, and our understanding verbally at that time was that he would get a similar commission to what he received on this 5,000 tie contract.

Q. If he got the 20,000 tie contract?

A. I would go ahead and operate; otherwise I would not operate.

Q. And he would get the same commission?

A. Yes; he got 10 cents a tie on the 5,000 tie contract.

Q. And on the 20,000 tie contract he would get 10 cents per tie, which would be \$2,000?

A. Yes. All this was verbal.

Q. You had been trying to get a contract?

A. I had asked for it and was told that only small contracts were being let.

Q. Who in the T. & N. O. Railway Commission did you approach?

A. Mr. Cavanagh, the Manager.

Q. Anybody else?

A. Mr. Alford, the Purchasing Agent and Storekeeper.

Q. And you did not get a contract for 20,000 ties to cut on your limit?

A. I did not get a contract for any number of ties.

Q. And Critchley did not get a contract for 20,000 ties?

A. No. In fact, I dismissed it from my mind for some months until suddenly I got that letter offering it to me.

Q. So when you got the letter from Critchley which is part of Exhibit 16 and which has been read here, saying that he had a contract for 5,000 ties, you took over the contract from him?

A. Yes.

Q. Did you have any contract with the T. & N. O. Railway Commission for ties?

A. This year.

Q. Yes.

A. No.

Q. You did have a contract for 5,000 ties earlier?

A. I had several contracts with the T. & N.O. Railway Commission off and on, but not regularly. I cannot remember the exact amounts. In 1928 we had a contract—that is the Hawk Lake Lumber Company, Limited, of which I was the head and owner, and which has since passed out of existence—and there was a contract in 1930. There was none up to 1928, none in 1929 or in 1931. In 1932 and 1933 there was T. & N. O. Railway business up to \$1,500, and in 1933-1934 there was T. & N. O. business up to \$2,800, and in 1934-1935 there were five cars of slabs. In 1935-1936 there has been none. In other words, four years going back to September, 1932, our total business has been \$4,500.

Q. You mean now, when you say your total business, the contractual business of taking out ties?

A. Yes, ties, lumber and slabs.

Q. So you have not had very much business with the T. & N. O. Railway Commission?

A. No.

Q. Was the Hawk Lake Lumber Company and the Wicks Company continuously in the lumber business?

A. Yes, the Hawk Lake Lumber Company organized in 1920 and functioned until the fall of 1931. Receivership under Clarkson was in force in 1932-1933, and I reorganized under the present name late in 1934. In the meantime I was directing operations for Clarkson while the Receivership was in force.

THE CHAIRMAN: This intrigues me greatly. You were getting much better prices in 1928 and 1929, and so on, than at the present time. What is the explanation of your going into bankruptcy when you were getting much higher prices than you are getting now, and now you even give 10 cents per tie to get the assignment of this small contract for 5,000 ties?

A. It was not the tie business that put us into bankruptcy.

Q. Something else?

A. Tremendous inventories and the United States pulpwood firms getting out from under contracts, and no trade of any kind and heavy overhead.

Q. Is it fair—I think this might be of benefit to the Commission—to say that you expect to make a profit on this assigned contract you are carrying out now, even after paying \$500 to the Critchley brothers?

A. I expect to make a very small profit on it.

Q. Then it naturally follows that you made a good profit when the prices were on an average 10 cents higher, and so on?

A. I do not agree with that. Wages and operating costs in 1928-1930 were tremendously higher than to-day. To-day the Department of Lands and Forests is extending an abatement on Crown Dues which is a help, and which is why I happen to be operating at Timmins on that stream, because it is a fairly convenient location to get out timber, and that adds to the ability to produce it. Above all is the matter of costs in 1928-1930, which everyone knows were very much higher.

Q. Outside of any personal gain you could make by getting a big contract, having regard to the evidence that considering the conditions and the necessity for helping the settlers given by the Chairman of the T. & N. O. Railway Com-

mission, what do you say about the policy here in distributing these tie contracts over as many people as he can, settlers and contractors, in small amounts as compared to the former system, which may have been all right in the good days, of granting big contracts to a few people?

A. I believe it is most admirable that they be given to settlers who have such timber that will make ties, and as I understand it, about half of them went to such settlers. Also I believe that the residue of such business after the settlers have all been looked after should go to the firms who foot the bill in carrying charges and create traffic along that railway. It should be distributed to those who are in the business.

MR. PRICE: That is quite right, Mr. Wicks.

Q. You say that these contracts, after the settlers have been dealt with, should be given to the men who have investments in the timber business?

A. For instance, we pay the Ontario Government over \$11,000 every year whether we take one single stick off the limits or not. In carrying charges we paid the T. & N. O. Railway Commission nearly \$80,000 in a little over two years, for freight and so on.

Q. At what price do the C.N.R. let their contracts at the present time?

A. I have not seen any contracts, but I believe it is .52 and .62.

Q. Contracts with the C.N.R. are at 52 and 62 cents?

A. Speaking from hearsay.

Q. That means 62 cents for No. 1?

A. Yes.

Q. As against 70 cents under these contracts under review, several cents cheaper?

A. I am not quoting the exact amount.

Q. Have you any contracts with the C.N.R.?

A. No.

Q. If you took this contract for Critchley at 70 cents and he is making 10 cents a tie on it, that means you have to make a profit of 60 cents for No. 1 ties?

A. Yes, I figure I will make a couple of hundred dollars out of it.

Q. So that if these contracts had been let by tender—not talking of settlers' contracts—there would have been a very considerable saving?

A. I do not know, because we, for instance, could tender on 200,000 ties.

Some men would tender less and some more; some men would make a lot of money at 60 cents and others not as much.

Q. If you had had a chance to get a bigger contract than 5,000 ties you could have carried on at 10 cents less the same as you carried on the Critchley contract, and have made a profit?

A. Evidently, because I made that arrangement with him.

THE CHAIRMAN: Let me interrupt again to follow up your answer about the higher costs, in the earlier days, of labour, and so forth, and greater overhead: I see by looking at Exhibit 2 that in the year 1932, for example, at the very bottom of the depression, contracts were let for 80 cents for No. 1, 70 cents for No. 2 and 35 cents for No. 3 ties. The cost of labour in 1932 at the bottom of the depression was certainly as low as it is now, if not lower, was it not?

A. Yes, it was at its lowest in 1932.

Q. So that the greatest chance of making real profits would be in the years 1931, 1932 and 1933?

A. Yes, whoever did have the business in any volume.

MR. PRICE: Q. I suppose, Mr. Wicks, that people taking up these contracts can make money on them provided their limits are advantageously situated?

A. That is what I said.

Q. Is not that the test?

A. Yes, and ability to operate as well; that is still a bigger factor.

Q. That and the location of your limits?

A. Yes.

Q. Now, Mr. Wicks, were you offered any other of these contracts from the T. & N. O.?

A. From the T. & N. O.?

Q. I mean people who got contracts from the T. & N. O.? Were you offered any other contracts in addition to the Critchley contract?

A. Yes, two others.

Q. What two?

A. A man named McRae and a man named Sharpe.

Q. I see here that Donald McRae of New Liskeard got a contract for 5,000 ties. Is that the one?

A. Yes.

Q. 5,000 ties?

A. Yes.

Q. Tell us just how that offer came to you?

A. I met him on the street in New Liskeard about January, and amongst other things he said: "I have a contract for some ties." I didn't know he had it. I said: "You have no way of getting it out. Let me take it out for you." He said "I will think it over," and he wrote me a letter about it and said I could have it.

Q. Have you got that letter?

A. When I got home I dropped him a note and said: "Please make up your mind about that," and he wrote me a letter about a month later.

MR. PRICE: Just to identify this in the file (Exhibit 1), there is a contract with Donald McRae. New Liskeard, for 5,000 ties. The witness produces a letter which can be marked Exhibit No. 17, reading as follows:—

"Mr. A. E. Wicks,
"Cochrane,
"Ont.

"New Liskeard,
"Feb. 22nd, 1936.

"Dear Sir:

"I have yours of Feb. 17. Re sale of tie contract. I have decided to let you have this contract at the price mentioned \$500.00. This will have to be arranged through the Imperial Bank at Matheson. I intend to be at Matheson by the first of March, and will notify you, and get this matter squared away.

"Yours truly,

(sgd) "DONALD McRAE."

Q. Prior to that, on February 17, 1936, following up your conversation, you wrote a letter to Mr. Dan McCrea, New Liskeard:—

"Dear Sir:

"Could you let us know this week about that Tie Contract sale to us so we could lay other plans accordingly."

Apparently that was answered?

A. Yes.

Q. Then on February 24, 1936, you wrote to the Manager of the Imperial Bank at Matheson, Ontario:—

"Dear Sir:

"We have arranged with Mr. Donald McRae to take over his 5,000 T. N. O. Ry. Tie Contract in the same manner as Critchley's. We will allow him \$500 for this.

"Mr. McRae will be at Matheson next week and will call on you regarding the details, so will appreciate you getting the matter clear to him and preparing the necessary notes, etc., for signature, also proper assignment forms, etc.

"Thanking you for your assistance in this, we remain

"Yours very truly,

(sgd) "A. E. WICKS LIMITED."

Any further correspondence?

A. No.

Q. Did you get the notes?

A. I have not heard a word about that since I wrote that letter.

Q. So you have had nothing further to do with this matter beyond the correspondence?

A. No.

EXHIBIT NO. 17:

(a) Copy of letter dated February 17, 1936, from A. E. Wicks Limited to Mr. Dan McCrea.

(b) Letter dated New Liskeard, February 22, 1926, from Donald McRae to A. E. Wicks.

(c) Copy of letter dated February 24, 1936, from A. E. Wicks Limited to Manager, Imperial Bank, Matheson.

Q. But you were offered the contract?

A. Yes.

Q. Mr. McRae had not any limits of his own?

A. I do not know.

Q. I think you said in your evidence that you said to Mr. McRae "You have no limits"?

A. No.

THE CHAIRMAN: No. He said: "You have no way of getting it out."

MR. PRICE: Q. What did you mean by that?

A. I believe he has no limits, but I would not swear to it.

HON. MR. ROEBUCK: I suppose you all have to get stumpage somewhere?

A. Yes, and at that season of the year it is next to impossible to get lined up for an operation.

MR. PRICE: Q. Unless you get started quickly you do not get in in time to take the ties out?

A. No.

Q. You said there were three offers altogether. What was the other one?

A. Sharpe; but I did not go through with that. I had the documents all ready, and withdrew for personal reasons.

Q. Let me identify that. That will be in Exhibit No. 1: "W. C. Sharpe, Timmins, Ontario, 4,000 ties." Is that the one?

A. Yes.

Q. Tell us what occurred in that regard?

Q. He likewise telephoned me and told me to come to his house, as he had something to show me, and he produced the contract and wanted \$500 for it, in spite of the fact—

Q. He wanted to sell you the contract for \$500?

A. Yes.

Q. And he showed you the contract with the T. & N. O. Railway for taking out 4,000 ties?

A. Yes, and he drew up an agreement on it, and I actually signed all the documents, and then went over to see my solicitor about the matter, as to whether it would be advisable to go through with it because of previous litigation that Sharpe had been in, and some judgments which were against him that I did not like. The solicitor advised me that unless I had good reasons to go ahead with it I should withdraw, and I did so.

Q. So that while you had the offer of it and drew up your papers and signed them, you backed away and did not take it?

A. Yes.

THE CHAIRMAN: Q. You do not mean to say that solicitors are of some

value up in that North country? They are not highly regarded down here in the Legislature?

A. After I got my solicitor's bill I had another opinion.

MR. PRICE: Q. You took one contract and you were offered two others. Were you offered any other contracts?

A. No.

Q. No others?

A. No.

Q. Have you got a sawmill?

A. Three of them.

Q. You are also in the lumbering business as well as the tie business?

A. Yes.

Q. Your position is that these contracts that are given out by the T. & N. O. Railway Commission should be given to those—outside of the settlers' contracts—who are actually in the timber business and have an investment?

A. At least they should be given the opportunity of taking some out.

HON. MR. ROEBUCK: The witness means that he ought to have got a better contract.

MR PRICE: Q. Were you given any contracts by the T. & N. O. Railway Commission?

A. I have been given by the T. & N. O. Railway Commission contracts three times in sixteen years.

Q. Were you given any last year?

A. No; and 5,000 slabs in 1935.

Q. Would you have been able to take out more of these ties if you had got a contract?

A. I took out a big cut of lumber last year and a lot of Jack-pine logs last year I cut up into lumber; I believe I cut a few ties last year for others who sold them to the T. & N. O. Railway Commission.

Q. Would you put an operation in on your Ontario Paper Company Limits if you had got a contract for 20,000 ties?

A. Yes, last fall, because I had a chance to sell a bit of lumber in different

sizes in order to pay carrying charges of over \$2,000 a year on that area. I paid the Ontario Paper Company's charges and all other fees, over \$2,300 a year.

MR. GLASS: The witness said he was not interested in a small contract.

WITNESS: I did not ask for a big contract.

MR. PRICE: Q. What do you say?

A. I did not ask for a big contract; I asked for some business.

Q. Who did you ask?

A. Mr. Cavanagh and Mr. Alford.

Q. You did not see the Chairman of the Commission?

A. I wrote to him once and he answered my letter saying: "I have your letter and it has been filed."

Q. Not having got any business direct from the T. & N. O. Railway Commission when these contracts were offered you were prepared to take these assignments?

A. I could not get the full bottle of milk, so I took what was left in the bottle.

Q. Do you know the extent of the C.N.R. contracts for ties in any one year?

A. I have no idea, sir.

Q. Do you know how many hundreds of thousands of ties they took?

A. I believe it is a million and a half this year.

Q. You have none of that at all?

A. No.

Q. And you told us that your information is that their price is .62c for No. 1 ties?

A. I believe so.

Q. You are in the lumbering business there, and you keep your mind pretty well on those things?

A. Too much.

Q. I suppose you have to do that in order to get along?

(No response.)

Q. I show you a list of contracts that were let (Exhibit 1). Do you know anything about any of those? All of these companies would be in the same position as yourself: Feldman, Fesserton, Sylvester Kennedy?

A. I do not think he has any operation.

Q. Do you know Sylvester Kennedy?

A. Very well.

Q. And he has no operation?

A. No.

HON. MR. ROEBUCK: Q. How do you know he has no operation?

A. Well, if you have an office next to Col. Price in the building you know he is not lumbering.

HON. MR. ROEBUCK: I do not know what my friend is doing, and I sit quite close to him all the time.

MR. PRICE: I would not want to be a confidant of the Attorney-General, whether he is practising law or anything else.

MR. CLARK: There are many things you do that we would like to know.

MR. PRICE: Q. You have said you did not think Sylvester Kennedy has an operation. I see he has a contract for 2,000 ties. He did not offer you his contract?

A. No.

Q. You had the offer of Donald McRae?

A. Yes. Leduc is an operator; I am selling him some timber to get those ties out.

Q. 2,000 ties?

A. Yes, and Donald McRae.

Q. And P. McCool?

A. I do not know him, and I do not know McIntaggart. And I do not know the McElroy Timber Company.

Q. Or V. Silver?

A. No.

Q. And you were offered the Sharpe assignment?

A. Yes.

Q. And Wilfrid Simon?

A. I do not know him.

BY HON. MR. ROEBUCK:

Q. Mr. Wicks, you say that Donald McRae has no operation?

A. I did not say he has not.

Q. You gave us distinctly to understand you did know, and that he was not getting his timber out. Would you be surprised to know that he is carrying on an operation right at the present moment in Grenfell Township?

A. When I met him on the street at New Liskeard I said: "You have no way of taking this out," and he agreed with me at the time.

Q. That was in January?

A. Yes.

Q. It is not hard to pick up a little stumpage now and again, if you are lucky?

A. No, not at all.

Q. And if you can pick up some stumpage there is no reason why you should not do some cutting?

A. Presumably that is the reason I have not heard from him since, but he has not told me I am out of the picture.

Q. There are a lot of things in that North country you do not know about?

A. Many things.

Q. So it may be that some of these other men whom you do not know and whom you assume have no operation are also in the bush at the present moment cutting timber. It is a big country?

A. Very.

Q. And it may be that you are entirely mistaken in that assumption?

A. On what point?

Q. Kennedy, for instance?

A. To the best of my knowledge he has not any operation.

Q. But your knowledge is not by any means complete?

A. No; but it covers a fairly good field up there.

Q. You were not very well treated by the old Government, were you, when all you got was \$4,500 worth of business in the course of four or five years?

A. No, I was not, sir; and for ten years before that I only got business in two years.

Q. And they did not call for tenders for the sale of ties, either. They just handed out the contract in 5,000 tie amounts. In 1933-1934 they passed out a dozen or so contracts all in one lot of 5,000 each. Did you get one of those?

A. I got 4,900 ties in 1933.

Q. And you did not get a contract in 1934 or 1935?

A. No.

Q. Did you go to the Liberal Association in those days and make your complaint?

A. No; I went to George Lee and fought with tooth and nail for them.

Q. But you did not carry your complaint to the Liberal Opposition of that day?

A. I carried no complaints to anybody at any time except the men in charge of the work.

Q. You went to Mr. Alford and Mr. Cavanagh, the Purchasing Agent and the Manager. Why didn't you go to Mr. Lang?

A. I did; I wrote him.

Q. You know very well you do not get contracts on the strength of a letter and that it is necessary for you to see the head of the institution—all the rest did that—and tell him the situation, and why you need a contract, and your ability to fill it, and all the details connected with it?

A. I set it out in a letter, and inasmuch as Colonel Lang knows me quite well and what I have been doing there for sixteen years, I felt it was abusing his time to set out a multitude of detail.

Q. That might explain why you did not get a contract and others did. Others thought it was worth while to ask for a contract personally, but you did not?

A. I did ask for it.

Q. Oh, yes; you wrote a letter. You did not go and see him at all? (No response.)

Q. Would not a 20,000 tie contract be worth a trip, even as far as North Bay?

A. I saw Mr. Cavanagh twice, and he said that the policy of the Commission is to give out only 5,000 lots, and he stuck to it.

Q. And you thought a 5,000 tie contract was not worth going after?

A. I wrote to Colonel Lang for business, such business as he might wish to extend to us; I never asked for any specific amount.

THE CHAIRMAN: Q. You do know that a personal interview is away ahead of a letter? (No response.)

MR. PRICE: He saw Cavanagh twice.

MR. ROEBUCK: Q. Did you mention ties in your letter?

A. Yes.

Q. Or just business?

A. Tie business.

Q. Do you approve of the policy that has been carried on by both Governments, of giving out tie contracts to a large number of operators?

A. I repeat what I said a little while ago, that when settlers who have timber —

Q. Aside from settlers?

A. Aside from settlers I think the Commission should distribute the business among operators as much as possible.

Q. That is not quite answering my question. Do you think that the T. & N. O. Railway Commission should give out their business on tender or by passing it out to those who can best use it?

A. It is a hard question to answer.

Q. You answered a lot of questions to my good friend Colonel Price, and you have raised this particular question. Colonel Price was asking you some questions about getting a cheaper line of ties for the railroad, and I suppose there can be no question about it that if you call for all the ties on tender and allow a large contract to the lowest tenderer you get a reduction on the lowest prices now paid?

A. Yes.

Q. You are a citizen of the North country. Would you approve of that policy?

A. No.

Q. You would not?

A. No.

Q. So your only kick is that you yourself did not get what you considered you were entitled to?

A. Complaint, not "kick."

Q. Have it your own way. That is your complaint?

A. Yes.

Q. You have been in the business for a number of years and have a stand of timber that you may cut into ties?

A. Yes.

Q. So I do not suppose you think it is a bad thing at all that you should be able to cut some ties. It is quite legitimate? You are a bona fide operator, and if a contract was assigned to you I suppose there would be no particular wrong in that?

A. None whatever.

Q. You do not see anything to complain about or hide or criticize?

A. Except that I should have got the business direct.

Q. But you did not ask for it?

A. I did ask for it.

MR. PRICE: He took the assignment from other people.

THE CHAIRMAN: One other.

MR. PRICE: He had a chance on three. That is his evidence.

HON. MR. ROEBUCK: He solicited it from three, but he did not get it from Donald McRae who was taking out his own ties, and he did not get it from Sharpe.

WITNESS: I did not solicit it from any of them.

HON. MR. ROEBUCK: You talked to them.

MR. PRICE: There is McRae's letter offering it to him.

HON. MR. ROEBUCK: Yes, but McRae is getting out his own ties.

Q. And the actual fact is—and facts speak louder than words—that you got one assignment only, from Critchley?

A. And turned the other one down.

THE CHAIRMAN: Probably if you get hold of Colonel Lang after this year you may arrange something for new year.

HON. MR. ROEBUCK: Q. Do not you think you paid too much for this contract?

A. I could not get it for less.

Q. But you got a margin of only \$200, if that much. Have you finished taking out these ties?

A. The logs have been taken out and are ready to be sawn.

Q. But you have not figured your costs yet?

A. If I got that price I figured I would get as much for that jackpine as if it were sawn into lumber.

Q. But you have not figured it out to know whether you have lost or gained on the contract?

A. We know what we can do each summer at the sawmill.

Q. So that it is anticipating costs in the sawmill this summer which makes it possible for you to say there is a profit of \$200 in the job?

A. Yes.

Q. And there may not be even that if you run into any additional costs?

A. Yes.

Q. So under the circumstances do not you think you paid too much for this contract? (No response.)

MR. CRAIG: What has that to do with this Inquiry?

WITNESS: There is also this, Mr. Roebuck, that when you have a large quantity of logs and the markets being what they are, you are willing to take any turnover to keep the pot boiling. We might sometimes take out 50 carloads of logs and not make much, if anything, out of them.

HON. MR. ROEBUCK: Q. And that is largely the basis on which you paid for this contract?

A. More or less.

Q. Anything to keep going?

A. I have 60,000 odd pieces of Jack Pine logs and 5,000 ties out, and that is only a fraction.

Q. So that it is not so much a matter of the price that the T. & N. O. Railway Commission is paying being too high that it renders it possible for a contractor to get a profit on a contract as your own particular circumstances, which led you to buy a contract irrespective almost of the profit that might be in it?

A. That is what I said. In certain sections you can get it out for less.

THE CHAIRMAN: Q. And you have a big investment in overhead, and a certain staff?

A. Yes, and it is a case of anything to keep them going.

HON. MR. ROEBUCK: Q. What Crown dues do you pay on the ties?

A. So much per M. feet for the logs.

Q. But how much for the ties?

A. Something like \$5,000 this year with the abatement, and if you figure it into ties it would be around —

MR. GLASS: Two and a half to three cents.

WITNESS: No, more like eight cents.

HON. MR. ROEBUCK: Q. Do you mean you buy the logs on the Doyle measure and cut them into ties?

A. Cut them into whatever we can sell.

Q. You do not pay so much per tie?

A. No; axed ties are prohibited.

THE CHAIRMAN: Q. What are they?

A. Ties made with a broad-axe in the bush.

HON. MR. ROEBUCK: Q. Are not some paying dues on ties?

A. Where axed ties are permitted, in some old licenses.

THE CHAIRMAN: Q. Do the settlers turn out these axed ties?

A. Yes, they can do as they please with their ties.

HON. MR. ROEBUCK: Q. You talked about the price paid by the other railways. I have here a copy of a letter which I will file later dated November 17, 1934, from the Canadian Pacific Railway Company to Mr. G. B. Alford, Purchasing Agent and Storekeeper, Temiskaming & Northern Ontario Railway, North Bay, in which he says:—

“We are purchasing No. 1 Jack Pine and Hemlock ties sawn four sides at “65c. each. . . .”

A. That is 1934?

Q. Yes?

A. In 1935-1936 they are down a little.

MR. PRICE: Q. About 62 cents, you said?

A. Yes.

HON. MR. ROEBUCK: I see the Canadian National Railways wrote to Mr. Alford on November 8, 1934, as follows:—

“. . . we are paying for softwood ties in your District—No. 1—65 cents each. . . .”

Was that the prevailing price on those railroads?

A. I believe so; I did not sell any.

Q. That would be for the season of 1934-1935?

A. Yes.

MR. PRICE: The T. & N. O. Railway rate for 1934-1935 season was 72 cents.

THE CHAIRMAN: 72 cents, 62 cents and 35 cents.

MR. GLASS: 1933-1934.

MR. PRICE: Last year, too.

MR. GLASS: No, 70 cents.

MR. PRICE: It has been coming down steadily. It was up at 80 cents.

THE CHAIRMAN: Up at 85 cents.

HON. MR. ROEBUCK: Q. You did not notify Mr. Lang of the assignment of contract from Critchley to yourself?

A. No; the T. & N. O. Railway Commission acknowledged it to the Imperial Bank.

Q. What you assigned was the money due under the contract?

A. Yes.

Q. And the railroad itself knew nothing of the transaction between you and Critchley other than that the money was to be paid to the bank?

A. Because Critchley did not want me to fill it that way.

Q. Exactly. Critchley knew that that contract had been given to him on the basis of he himself filling it by an operation?

A. I do not know.

Q. That would likely be the reason why he did not want you to let Mr. Lang know that he was assigning the contract for you to take out the ties?

A. He assigned the monies due to the Imperial Bank and instructed the bank to pay them to me.

Q. And he made it clear to you that he did not want the railway to know that he had assigned the contract for the taking out of the ties to you, for the very obvious reason I have mentioned?

A. I guess so. I took it in good faith. That was his way of doing it.

THE CHAIRMAN: No criticism against you, Mr. Wicks.

HON. MR. ROEBUCK: Exhibit No. 3 is a letter dated January 21, 1935, from the Kirkland Lake Lumber Company Limited to Mr. G. B. Alford, Esq., T. & N. O. Railway, North Bay, Ontario.

Q. Do you know the Kirkland Lake Lumber Company Limited?

A. Very well.

Q. They complain at the low price paid by the T. & N. O. Railway Commission for ties. May I read the letter to you:—

“Dear Sir:

“Replying to your letter of January 7th. We would be very glad to get this contract for three thousand ties. However, we note that you have cut the price from 72c to 70c on No. 1 ties and from 62c to 60c on No. 2, and have raised the price on No. 3; we have always tried to not have any more No. 3 than was absolutely necessary when sawing our ties. Therefore, the raise in No. 3 would be no advantage to us and the reduction on the price of No. 1 and No. 2 ties would amount to quite a little.”

Then he mentions the increase in the rate of wages, and says:—

“. . . we therefore cannot see why there should be a reduction in price

as it looks as if the Government were taking it from both ends in asking for a raise in wages for men working in the bush, and then reducing their price to us for ties."

He is complaining about the price. Would you take a different attitude from that taken by Mr. Charron of the Kirkland Lake Lumber Company Limited?

A. I would acknowledge receipt of such a contract with thanks, and proceed to fill it.

Q. That is, you disagree that the price is too low?

A. I would take any price.

Q. But you want a contract, no matter whether there is a profit in it or not, in order to keep your operation going? (No response.)

MR. PRICE: He does not say that.

HON. MR. ROEBUCK: That is exactly what he said.

MR. PRICE: He says this is a fair price.

HON. MR. ROEBUCK: Q. You say you would like a contract because it would assist you to keep your operations going?

A. Yes.

Q. But that perhaps is not the basis upon which a price to be paid generally should be judged, is it?

A. The price of 70 cents, 60 cents and 35 cents last year when that letter was written was a fair price.

Q. Not an excessive price?

A. No; but if somebody wants to pay me more I will take it.

Q. That is to say, these prices are excessive?

A. No, they are not.

Q. They are fair prices?

A. Yes. In fact, if conditions continue to go the way they are, the price of 70 cents next year will require adjustment upwards.

THE CHAIRMAN: Q. You mean to pay a fair return on your investment, if labour costs go up it will increase the price of ties?

A. Yes. Supposing that contract was 50,000 or 75,000 ties at 50 cents and 60 cents I would not be getting a fair return.

Q. 50 cents and 60 cents or 60 cents and 70 cents?

A. No, 50 cents and 60 cents is all I get out of it. That is merely business taken on to keep the ball rolling, and not as a general operation. If I had only that much return in my whole lumber, timber and piling business I would go broke.

MR. GLASS: Q. This is only a side-line with you?

A. Something to fill in.

HON. MR. ROEBUCK: Q. Not only so, but you are particularly well located as compared with other operators in the business, in the fact that you are on a river and can deliver the ties conveniently to the railway?

A. Yes.

Q. So you have no real criticism of the price that was paid?

A. No. The only criticism I have is that I should have got some of the business.

Q. And so you made the complaint to Mr. Price on that ground?

A. I beg your pardon?

MR. PRICE: That is not right.

HON. MR. ROEBUCK: Q. And so you made your complaint to Mr. Price on that ground?

A. That statement is wrong.

Q. It is wrong?

A. Yes.

Q. But you made a complaint?

A. The first time I saw Mr. Price was on Friday morning in this room.

Q. Then you complained to one of Mr. Price's emissaries in the North country?

A. I am not an emissary of anybody.

Q. No, but you made a complaint to one of Mr. Price's emissaries in the North country?

A. I made complaint to Mr. John Rowlandson, the member for South Cochrane.

Q. Were you the man who said there were sixteen tie contracts of 5,000 each?

A. I did not.

THE CHAIRMAN: It looks as if Mr. Wicks has a complaint, but probably if he had gone to the Chairman of the T. & N. O. Railway Commission it would have been fixed up, since he is a good customer of the railway.

MR. PRICE: That is not the way to deal with this thing. Here is a man who has a big operation and he does not get any contracts. He takes one over and could have taken another over. As to the third, the man wrote him about it offering it to him, and he does not hear any more about it. He has had to take his business through intermediaries.

HON. MR. ROEBUCK: No, through an intermediary.

Q. It would be interesting to know whether the sixteen contracts of 5,000 each grew entirely in Mr. Price's own garden?

A. I did not plant the seed.

Q. You take no responsibility?

A. No.

THE CHAIRMAN: It strikes me that the witness has been very fair and frank with the Committee. He is in business and thinks he should have got a contract, and I think he will be fixed up in the future.

MR. MARCEAU: Q. Would you know what the standard size of a No. 2 tie is for the C.P.R. or the C.N.R.?

A. I do not know about the C.P.R., but I believe the C.N.R. standard is six inches thick and a minimum of six inches base.

Q. What was the price of that tie?

A. I believe it was 52 cents.

Q. What would that same tie constitute with the T. & N. O.?

A. 60 cents this year.

Q. But would it be a No. 2 or No. 3 tie?

(No response.)

Q. I suppose you are aware of the specification of the T. & N. O. for No. 2 ties this year—seven-inch base and seven inches thick?

(No response.)

Q. What was the price for ties with a six-inch base and six inches thick on the T. & N. O.?

A. 35 cents.

Q. Therefore the price of a six by six tie for the T. & N. O. is 35 cents while for the C.P.R. or C.N.R. it would be 52 cents?

A. Not necessarily the same tie.

Q. A tie six inches base and six inches thick would constitute a No. 2 tie for the C.P.R. or C.N.R. and would constitute a No. 3 tie for the T. & N. O.?
(No response.)

MR. MARCEAU: Therefore there is an awful difference in the price so far as ties are concerned.

MR. GLASS: Q. The specifications this year are higher than they were previously?

A. With the T. & N. O., yes.

THE CHAIRMAN: Q. Do you know how the T. & N. O. specifications compare with the C.N.R. specifications?

A. That is what Mr. Marceau was explaining.

MR. GLASS: Much higher.

WITNESS: In all fairness, when you consider that the T. & N. O. prices include the sales tax and the man must pay six per cent sales tax out of 70 cents, that represents 106 per cent on your money.

THE CHAIRMAN: Q. Do the C.N.R. pay the sales tax?

A. No, but their price is a little less.

HON. MR. ROEBUCK: Here is quite a large pile of letters between yourself and the T. & N. O. Railway Commission, and I see you have some complaints to make. Evidently the course of past dealings has not run entirely smoothly, is that right?

A. Quite right.

Q. And there have been complaints with regard to inspection of ties and the culling, and so forth, have there not?

A. Yes.

Q. And something with regard to payment as well. Perhaps that is the reason that Mr. Alford and Mr. Cavanagh did not see fit to give you a contract in 1934-1935?

A. Is a man not entitled to make a complaint when he feels he has one?

Q. Yes, and you never hesitated to make yours?

A. No.

Q. And you would not be entirely surprised to learn that these officials of the railroad think you are a rather hard man to deal with?

A. I am glad to know that.

Q. And in addition to that you run a big operation. You are not a small dealer but a big dealer, as dealers go?

(No response.)

Q. And a contract to you is more or less a drop in the bucket?

A. I would not put it that way. I would put it this way, that it would be an acknowledgment of the fact that one is up there trying to create labour and traffic to extend even half a dozen carloads; but when you are denied that consistently for sixteen years then you start to argue about why it should be so.

Q. You start to argue fairly easily, anyway, don't you?

(No response.)

THE CHAIRMAN: Q. You ought to get your solicitor to argue for you?

A. If you had to argue with a situation that we had in October, 1934, you would lose your patience very quickly.

HON. MR. ROEBUCK: Q. Leaving yourself out of the question, would you object strenuously if the railroad gave these little contracts to small operators struggling to get on their feet and keep them going, rather than passing them out to the big operators who would look upon them more as recognition of their merits than of any real value in the contract itself?

A. I would agree with that policy if the railway would tell such big operators, as you describe them, why they were doing it, and that would be the end of it. If Mr. Lang came to me and said: "I am not going to give you any ties this year to sell, but I am going to split them up between the farmers and the Donald McRaes, and so on, and big operators like you will not get any." I would say: "Thank you, that is fine."

Q. That is the position Mr. Lang has taken. Perhaps if you had seen him there would have been a better understanding between you, and you would realize the more or less paternalism of the railroad in this matter?

(No response.)

BY MR. MURRAY: Q. So these ties are graded. A No. 1 tie is seven by seven,

No. 2 tie is six by six, and a No. 3 tie is practically a cull. I just wanted to clear that up?

A. Yes.

MR. MARCEAU: In the T. & N. O. Railway specification for the last two years a No. 2 tie must have a seven-inch base?

A. No.

Q. Yes, a seven-inch base and six inches thick, a No. 2 tie?

A. Yes.

Q. And it takes a larger stock to make a seven by six tie?

A. There is a slight variation.

MR. MURRAY: The C.N.R. have different specifications.

BY MR. PRICE:

Q. On the C.N.R. contracts for ties, in order to take out a contract you have to have your limits located pretty well along the C.N.R. or otherwise advantageously situated?

A. Yes, or on a river.

Q. But if you had got C.N.R. contracts at 62 cents for No. 1 and varying down you could have taken out your contracts profitably?

A. No, not if I had to pay freight of 8 cents apiece on them. 62 cents is all right if you can float the timber right down.

Q. If you have it advantageously situated 62 cents is all right, but if it is not advantageously situated then you cannot do it at that price?

A. No.

Q. So does not all this get down to the basis that in order to make money on a tie contract, whether for the T. & N. O. or the C.N.R., you must have your limits advantageously situated?

A. Yes. Another feature is that the C.N.R. is permitting out west around Long Lac axed ties, and that relieves the lumberman of puddling with outs and sides, cheap lumber.

Q. Have you had any C.N.R. contracts?

A. Ten years ago.

Q. What were the prices ten years ago?

A. I cannot remember.

THE CHAIRMAN: Q. For the benefit of the Committee, what are the threes used for?

A. Sidings.

Q. You could not use them on the main line?

A. No; and they always limit the threes to a small amount.

Witness withdrew.

MR. GLASS: Call Mr. L. B. Christie.

(No response.)

MR. GLASS: Make a note, Mr. Secretary, that Mr. L. B. Christie does not appear. He was subpoenaed.

LESTER R. HUME, sworn. Examined by MR. GLASS:

Q. I understand that you are the chief clerk in the office of the Purchasing Agent of the T. & N. O. Railway Commission?

A. Yes.

Q. And you have general supervision of all the records in the head office at North Bay?

A. Yes.

Q. I produce to you two letters, one from the Canadian Pacific Railway Company dated Montreal, November 17, 1934, to Mr. G. B. Alford, and one from the Canadian National Railways dated Montreal, November 8, 1934. Please look at those copies and tell me if they are true copies of actual letters in your office?

A. Yes, they are.

THE CHAIRMAN: You had better read them into the record.

MR. GLASS: The reporter can copy them into the record. They were referred to in Mr. Roebuck's examination of Mr. Wicks.

EXHIBIT No. 18: Copy of letter dated Montreal, November 17, 1934, from J. H. Reeder, Canadian Pacific Railway Company to G. B. Alford, Purchasing Agent and Storekeeper, Temiskaming & Northern Ontario Railway, North Bay:—

“Dear Sir:

“The writer has been out of the city which accounts for delay in replying to your letter 12th instant, in connection with ties.

"I enclose herewith copy of our tie specification dated November 10th, 1933 which is self explanatory. We are purchasing No. 1 Jack Pine and Hemlock ties sawn four sides at 65 cents each, No. 2 at 55 cents and merchantable culls, minimum face 5 inches at 32 cents each. For Cedar and Tamarac, we are paying 55 cents for No. 1 sawn four sides or flatted, 45 cents for No. 2 and 20 cents for merchantable culls. We do not call for tenders for ties. We have over a period of years had reputable contractors deliver our requirements annually at fair and reasonable prices to both parties and business has been placed with the same men from year to year. In many cases where they purchase ties from farmers and settlers and small mill men, they virtually act as our Agent, working on a commission basis.

"I trust the above will give you the information you desire. If there are any further questions, kindly do not hesitate to write me.

"Yours truly,

(sgd) "J. H. REEDER."

EXHIBIT No. 19: Copy of letter dated Montreal, November 8, 1934, from G. P. MacLaren, Canadian National Railways to Mr. G. B. Alford, Purchasing Agent and Storekeeper, Temiskaming & Northern Ontario Railway, North Bay:—

"Dear Sir:

"With reference to your letter of the fifth instant in connection with prices we are paying for softwood ties in your District: these are as follows:

"No. 1—65 cents each

"No. 2—50 cents each

"No. 3—25 cents each

"all peeled ties, f.o.b. cars our line.

"As requested, I attach hereto copy of our tie specifications.

"Yours truly,

(sgd) "G. P. MACLAREN."

MR. GLASS: Q. I produce to you a file headed: "L. B. Christie." I see it is marked "K2335." Please look at this file and tell me if it comes from your records at North Bay?

A. Yes.

EXHIBIT No. 20: File of correspondence from office of the Secretary-Treasurer of the T. & N. O. Railway Commission, North Bay, marked K. 2335 re L. B. Christie.

MR. GLASS: Q. I produce to you another file headed "Clarke & Lounsbury Ltd." and marked "K. 2327." Please look at this file and tell me if it comes from your records at North Bay?

A. Yes.

EXHIBIT No. 21: File of correspondence from office of the Secretary-Treasurer of the T. & N. O. Railway Commission, North Bay, marked K. 2327 re Ties—Clarke & Lounsbury Ltd.

MR. GLASS: Q. I produce to you a third file headed "Standard Planing Mills," and marked "K. 2356." Does this file come from your records at North Bay?

A. Yes.

EXHIBIT No. 22: File of correspondence from office of the Secretary-Treasurer of the T. & N. O. Railway Commission, North Bay, marked K. 2356 re Standard Planing Mills.

Q. Now, Mr. Hume, looking through Exhibit 20 I find a contract dated 2nd November, 1933, between L. B. Christie and the T. & N. O. Railway Commission?

A. Yes.

Q. Is that a contract that was let to Mr. Christie?

A. Yes.

Q. For what?

A. 5,000 ties.

Q. At 72 cents for No. 1 ties, 62 cents for No. 2 ties and 30 cents for No. 3 or cull ties?

A. Yes.

Q. I produce to you a letter dated November 27, 1933, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. L. B. Christie, Callander. Is that a true copy?

A. Yes.

MR. GLASS: It is part of Exhibit 20. It reads in part as follows:—

"Dear Sir:

"Re Tie Contract

"Following out instructions received from our Chairman, we enclose herewith contract forms in triplicate, covering a proposed contract for 5,000 eight-foot Railway Ties to be delivered during 1934."

A. Yes.

Q. Who was the Chairman?

A. Mr. Lee.

Q. Do you know Mr. Christie?

A. Yes.

Q. Do you know whether he is an operator?

A. He is employed by the Canadian Timber Company.

MR. PRICE: Q. Where is the head office of the Canadian Timber Company?

A. In Callander, Ontario.

MR. GLASS: Q. Do you know whether Exhibits 21 and 22, namely, the Clarke & Lounsbury Limited contract and the Standard Planing Mills contract were also obtained by Mr. Christie?

A. Yes, they were also obtained by Mr. Christie.

Q. Three contracts obtained by Mr. Christie personally?

A. Yes.

HON. MR. ROEBUCK: Q. What year?

MR. GLASS: In the fall of 1933.

Q. Look at Exhibit 22. There is a copy of a contract dated November 30, 1933, between the Standard Planing Mills & Lumber Company, Limited, North Bay, Ontario, and the Temiskaming & Northern Ontario Railway Commission?

A. Yes.

Q. Then a copy of letter dated November 30, 1933, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway Commission to the Standard Planing Mills & Lumber Co. Ltd., North Bay, reading in part:—

“Dear Sirs:

“*Re Tie Contract*

“Following out instructions received from our Chairman, we enclose herewith contract forms in triplicate, covering a proposed contract for 5,000 eight-foot Railway Ties to be delivered during 1934.”

That language is identical with the language of the previous letter?

A. Yes.

Q. You wrote those letters?

A. Yes.

Q. Then looking through Exhibit 21, the Clarke & Lounsbury Limited contract, I find a copy of letter dated November 3, 1933, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway Commission to Mr. L. S. Clarke, North Bay:—

“Dear Sir:

“*Re Tie Contract*

“Following out instructions received from our Chairman, we enclose herewith contract forms in triplicate, covering a proposed contract for 5,000 eight-foot Railway Ties, to be delivered during 1934.”

Again the identical language?

A. Yes.

Q. I produce to you a letter from Exhibit 20 dated July 11, 1934, from Mr. L. B. Christie, Manager, Canadian Timber Company Limited, Callander, Ontario, to G. B. Alford, Purchasing Agent, T. & N. O. Railway, North Bay, reading:—

“Dear Sir:

“This is to advise you that all the ties that were taken out by the writer for Clarke & Lounsbury, Standard Planing Mills and myself were taken from the Eastern portion of the Township of Askin and the permit for cutting was in the name of the T. & N. O. Railway. I also wish to advise that the cutting was in accordance with the Department’s instructions and there was no trespassing whatsoever. However, in settling, all that will be necessary for you to deduct is the regular dues of 10c. per tie.

“Very truly yours,

(sgd) “L. B. CHRISTIE,
“*Manager.*”

Did you Department authorize L. B. Christie to take out a license in the name of the T. & N. O. Railway Commission?

A. No, sir; that is the first intimation we have.

Q. That he had gone ahead without your knowledge and consent and obtained a license in the name of the T. & N. O. Railway to cut ties?

A. Yes.

Q. Look at Exhibit 21, and tell me whether you have a similar letter on that file, that is the Clarke & Lounsbury file, dated July 16, 1934, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway Commission to Mr. W. H. Maund, Secretary-Treasurer and Assistant to the Chairman of the Commission?

A. Yes.

Q. Read to the Committee that letter of July 16, 1934?

A. It reads:—

“July 16, 1934.

“Mr. W. H. Maund,
“Secretary-Treasurer and
“Assistant to Chairman.

“Dear Sir:

“*Re Ties—Clarke & Lounsbury Ltd.*

“Your file B-255 (93).

“We attach copy of letter received from L. B. Christie, Manager Canadian Timber Co. Ltd., which is self-explanatory.

“Under the circumstances it will only be necessary for us to hold 13c. per tie, enabling us to release a further voucher in amount \$232.30 favour Clarke & Lounsbury Limited, applying against balance held on B/P T-2079.”

Q. Look at Exhibit 22, and see if you can find a letter similar to the one referred to in Exhibit 20, from the Canadian Timber Company?

A. I find a letter dated 11th July, 1934, from L. B. Christie, Manager, Canadian Timber Company, Limited, to Mr. G. B. Alford, Purchasing Agent, T. & N. O. Railway Commission, North Bay.

Q. What is the following letter?

A. The following is a copy of letter dated July 16, 1934, from the Purchasing Agent and Storekeeper to Mr. W. H. Maund, Secretary-Treasurer and Assistant to Chairman, T. & N. O. Railway Commission, reading as follows:—

“Dear Sir:

“*Re Ties—Standard Planing Mills & Lumber Company, Limited.*”

Q. Look at the marginal note?

A. It reads: “We enclose herewith copy of letter which explains why it is necessary to hold only 10 cents per tie for protection of Crown dues.”

Q. Look at Exhibit 20 and tell me if this letter dated July 16, 1934, contains the same marginal note and is the same letter as the one just indicated?

A. It does; it is a form letter.

Q. Look at Exhibit No. 22 and see if you find the same marginal note on a similar letter there?

A. Exhibit 21?

Q. Yes, Exhibit 21, a letter dated July 16, 1934?

A. I have read that letter. These are the three.

Q. Practically triplicate letters for the three files?

A. Yes.

Q. Look at Exhibit 20 again and see if you find a letter dated August 2, 1934?

A. There is a copy of letter dated August 2, 1934, from the Purchasing Agent and Storekeeper to Mr. W. H. Maund, Secretary-Treasurer and Assistant to Chairman, T. & N. O. Railway Commission, reading:—

“Dear Sir:

Re Ties—L. B. Christie.

“Your file B-255 (95).

“We enclose herewith B/P T-2086, in duplicate, favour L. B. Christie, Callander, in amount \$2,755.10, covering final payment on ties as indicated by attached invoice.”

Q. Look at this letter in Exhibit 20 dated August 3, 1934?

A. That is a letter from Mr. W. H. Maund, Secretary-Treasurer and Assistant to Chairman to Mr. G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, containing this note:—

“We are withholding \$711.00 for Crown dues and \$213.30 to protect loading.”

Q. That refers to L. B. Christie?

A. Yes, and there is a similar type of letter of the same date and effect referring to a payment to the Standard Planing Mills & Lumber Company, Limited.

MR. GLASS: Q. Indicating what?

A. (No response).

Q. Does it not indicate that all these contracts are being dealt with as one contract by L. B. Christie under different names?

A. In my mind it does.

MR. PRICE: That is, he got three contracts of 5,000 ties instead of one contract for 15,000 ties.

MR. GLASS: Q. Then look at Exhibit 20, a letter dated September 24, 1934?

A. Yes, from the purchasing agent and storekeeper to Mr. W. H. Maund, Secretary-Treasurer and Assistant to Chairman, re ties—L. B. Christie, Standard Planing Mills and Clark & Lounsbury Limited.

Q. Dealing with certain payments?

A. Yes.

Q. Tell me if this letter, of which this copy seems to be the original, contains also copies in Exhibits 21 and 22?

A. That letter dated September 24, 1934, is in triplicate, and is in each file, showing distribution of ties delivered on the individual accounts.

Q. So that these three contracts are really one contract, and the ties were cut under a license obtained by L. B. Christie in the name of the T. & N. O. Railway Commission without your knowledge and consent?

A. Well, I really could not say that L. B. Christie made the application; I do not know who made the application for that license.

Q. Is there not some correspondence here which indicates that?

(No response.)

MR. PRICE: The Chairman of the Board or the Board might have knowledge of it.

MR. GLASS: Look at this letter dated North Bay, July 19, 1934, in Exhibit No. 21, from Mr. Maund to Mr. Alford, and read it to the Committee?

A. The letter reads:—

“Dear Sir:

“*Re Ties—Clarke and Lounsbury Ltd.*

“Referring to your K-2327 of the 16th inst.

“We do not know anything about the matter covered by letter of Mr. L. B. Christie to yourself and shall be glad if you will confer with Mr. Christie personally and ascertain in what manner permit for cutting this timber was obtained in the name of the T. & N. O. Railway. You should have advice from the Department of Lands and Forests to effect that only ten cents per tie should be held to protect Crown dues.”

Q. What does that letter indicate?

A. That it was not known to the Secretary-Treasurer of the T. & N. O. Railway who had made the application.

Q. And he should know if anybody should know?

A. Yes.

MR. GLASS: I am through with these files now, Mr. Price.

BY MR. PRICE: Q. You have said that Christie got the contract for 5,000 ties, but really what he got was one 15,000-tie contract?

A. It worked out that way.

Q. And he is the Secretary-Treasurer of the company?

A. He is the Manager of the Canadian Timber Company.

Q. And I suppose as Manager of the Canadian Timber Company, he was trying to get 15,000 ties for his company?

A. I could not say.

Q. He was in the timber business?

A. Yes, he is in the business.

Q. The only thing you can see about it would be that the contract might very well have been made out to the Canadian Timber Company for the whole 15,000 ties?

(No response.)

MR. GLASS: They are made to L. B. Christie personally.

MR. PRICE: Probably they should have been made out to the Canadian Timber Company for 15,000, and if that had been done—

WITNESS: Is it known that the Canadian Timber brought out any one of these ties?

MR. PRICE: Q. I do not know?

A. Then we are working in the dark.

Q. Then the cutting on the T. & N. O. limit is the surprising thing?

A. Yes.

Q. You do not know anything about that, but the Board learned that at a later date, I suppose?

A. That no doubt could be ascertained, as to who made application for that license.

Q. That should be filed some place?

A. He did not make the application.

Q. He would be a trespasser on your property?

A. Unless there was some arrangement made.

Q. And you do not know of any arrangement made?

A. No.

Q. The only people who would know would be the Board?

A. Yes.

MR. MURRAY: Q. That is on the T. & N. O. timber limits?

A. This does not have reference to that limit. This was a special arrangement.

MR. GLASS: Q. This is not on your regular timber limits?

A. No, on our tie reserve.

MR. PRICE: Q. I presume that Christie, representing himself as spokesman for the company, might get a license to cut timber for you without any difficulty when he might have difficulty in getting it for himself?

A. Possibly.

MR. MARCEAU: Q. This company does not operate along the T. & N. O. Railway at all?

A. No.

Q. Their head office is at Callander and their sawmills are at Callander?

A. Yes.

Q. And where is Callander in relation to the T. & N. O. Railway?

A. It is off the T. & N. O. Railway.

MR. CRAIG: Q. How far from North Bay?

A. Eight miles south.

HON. MR. ROEBUCK: Q. They grow other things besides timber?

A. Yes.

MR. GLASS: Q. I produce to you another file which I would like you to look at and tell me if you know it?

A. Yes.

Q. Where does it come from?

A. It is a file from our department.

Q. From the T. & N. O. purchasing department records?

A. Yes.

Q. To what does it relate?

A. To a tie contract with Charles Pierce, dated 28th November, 1929.

EXHIBIT No. 23: File of correspondence from the office of the Secretary-Treasurer of the T. & N. O. Railway marked F. 2300 re ties—Charles Pierce.

Q. Kindly look at that file and at a letter dated November 21, 1929, three weeks after the provincial election?

A. It is a letter written by the Chairman of the T. & N. O. Railway Commission, Mr. George W. Lee, to Mr. G. B. Alford, Purchasing Agent and Storekeeper, and reading:—

“Dear Sir:

“*Re Tie Contracts*

“Want you to give Chas. Pearce, Timmins, a contract for 15,000 ties—to be delivered at Timmins—under the usual terms, conditions, prices, etc.

“Yours truly,

(Signed) “GEO. W. LEE,
“*Chairman.*”

Q. Then in the same file look at a letter dated North Bay, January 7, 1930, from Mr. W. H. Maund to Mr. G. B. Alford, and read it to the Committee?

A. Yes:—

“Dear Sir:

“*Re Tie Contract—Chas. Pierce*

“Referring to your F-2300 of 30th ult.

“We now return two copies of agreement with Chas. Pierce, covering 15,000 ties. This document has been completed by Commission in the usual manner.

“Kindly acknowledge.”

Q. I produce to you a contract between Charles Pierce and the Temiskaming and Northern Ontario Railway Commission dated 28th November, 1929, for 15,000 ties?

A. That is the one referred to.

THE CHAIRMAN: Do you want to put the contract in as an Exhibit?

MR. GLASS: We will attach it to Exhibit 23.

WITNESS: There is an unsigned copy similar to that on the file.

MR. GLASS: We will file the original as Exhibit 24.

EXHIBIT No. 24: Memorandum of agreement dated 28th November, 1929, between Charles Pierce, Timmins, Ontario, and the Temiskaming and Northern Ontario Railway Commission (3 sheets).

MR. GLASS: Q. Look at Exhibit No. 23 and a letter dated February 1, 1930, from Mr. W. H. Maund to Mr. G. B. Alford, and read it?

A. This is a letter dated North Bay, February 1, 1930, from Mr. W. H. Maund, Secretary-Treasurer, to Mr. G. B. Alford, T. & N. O.:—

“Dear Sir:

“Re Ties—Chas. Pierce

“Confirming our phone conversation to-day.

“Kindly arrange to increase our tie contract with Chas. Pierce by 10,000 ties, thereby bringing the total up to 25,000.

“Awaiting your confirmation.

“Yours truly,

(Signed) “W. H. MAUND,
“Secy-Treasurer.”

CHAIRMAN: Who is Charles Pierce?

MR. GLASS: Charles Pierce of Timmins.

Q. In Exhibit 23 look at a copy of letter dated February 10, 1930, from the Purchasing Agent and Storekeeper of the T. & N. O. Railway Commission to Mr. Charles Pierce, and read same?

A. The letter reads:—

“Dear Sir:

Re Tie Contract

“Kindly refer to our letter February 3rd and be kind enough to let us have your acknowledgment with reference to us taking up to 25,000 ties on the contract for 15,000 ties, more or less.”

Q. There is nothing in the letter to indicate that Pierce asked for an increase in the tie contract in writing?

A. No.

Q. So far as you are concerned you do not know how it came about that this contract was increased by 10,000 ties?

A. No.

Q. Look at a letter dated February 11, 1930, in Exhibit No. 23, and read it to the Commission?

A. It is a letter from Charles Pierce & Sons, Limited, General Merchants, Timmins, Ontario, dated February 11, 1930, addressed to the Temiskaming and Northern Ontario Railway, North Bay:—

Dear Sirs:

"Re Tie Contract

"Answering your letters of the 3rd and 10th inst., would say that I will be in a position to handle 25,000 ties or more.

"Thanking you for this additional order, I am,

"Yours very truly,

(Signed) "CHAS. PIERCE."

Q. In Exhibit 23 look at the clearance dated August 15, 1930. Describe what it is?

A. It is the usual formal clearance issued on these tie contracts, and it is signed by C. A. Duval, Crown Timber Agent at Timmins.

Q. What does it show?

A. The ties shown are cleared to Hunt and Shankman. It reads:—

"Hunt & Shankman having returned 7,029 No. 1 ties, 11,816 No. 2 ties and 2,356 No. 3 ties as sold to the Temiskaming & Northern Ontario Railway Commission through Chas. Pierce, as cut during the season of 1929-30 on lot "Cut Under License in the.....Concession of the Township of S½ of Bristol."

Q. What does it indicate?

A. It would indicate that Hunt and Shankman filled the contract.

Q. And that Mr. Pierce was just the middleman or go-between?

A. Yes, it would appear to be so.

Q. And was the contract filled and money paid by the Commission?

A. The contract was duly completed and paid for; 21,200 ties having been delivered.

MR. PRICE: Does that complete the Pierce file?

MR. GLASS: Yes.

MR. PRICE: Q. You do not know whether Charles Pierce went into the woods himself and took out ties?

A. From the clearance paper it looks as if he had someone else take them out.

Q. 21,000 ties altogether?

A. Yes.

Q. And he had a contract for 25,000 ties?

A. Yes.

Q. That would be on the same basis that Mr. McCool said he had somebody else take them out?

A. Yes.

MR. GLASS: No. The Clearance paper says: "through Charles Pierce," and the correspondence indicates that Pierce operates a general store at Timmins, Ontario.

WITNESS: Mr. Price said they came out through Hunt and Shankman.

MR. GLASS: Q. Look at this file. Do you recognize it?

A. Yes.

Q. It is a file of what?

A. A file from our Purchasing Department.

Q. Dealing with what matter?

A. Ties purchased from J. D. Kingston.

Q. Under what contract?

A. This contract begins with a letter written by Mr. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway, dated October 5, 1931.

EXHIBIT No. 25: File of correspondence from the office of the Secretary-Treasurer, T. & N. O. Railway Commission, marked "J-2314" re ties—J. D. Kingston.

Q. Kindly look at the letter in Exhibit No. 25, dated October 5, 1931, addressed to Mr. J. D. Kingston?

A. The letter reads:—

"Dear Sir:

"Re Ties

"Confirming conversation with you in office this a.m.

"This will be your authority to take out 10,000 ties in accordance with our specifications, and which we understand will be delivered to us on cars at M.P. 115, North Bay Subdivision, at the prices of 80c. No. 1, 70c. No. 2, 35c. No. 3, F.O.B. cars.

"Yours truly,

"PURCHASING AGENT & STOREKEEPER."

Q. What does the file indicate immediately after that? Apparently he begins to fulfill the contract immediately, according to the correspondence?

A. The first transaction is a letter dated February 25, 1932, from the Purchasing Agent and Storekeeper to Mr. W. H. Maund, Secretary-Treasurer, T. & N. O.:—

"Dear Sir:

"Re Ties—J. D. Kingston

"We enclose herewith B-P T-1095, in duplicate, favour J. D. Kingston, New Liskeard, in amount \$1,600.00, covering advance on 4,000 ties at 40c. per tie as indicated by the attached invoice."

Q. I show you here two Clearances from the Crown Timber Agent?

A. One Clearance on the usual form is dated March 23, 1932.

Q. To whom is the Clearance given?

A. To Fred Alderdice.

Q. Sold to "T. & N. O. Ry. acct."?

A. "Fred Alderdice having returned 721 ties sold to T. & N. O. Ry. acct. J. D. Kingston contract as cut during the season of 1931-32 on License 307—31/32."

Q. And the next Clearance?

A. The next Clearance is dated March 23, 1932, the same date as the last Clearance and is signed by the same Crown Timber Agent, Mr. MacDonald:—

"Fred Alderdice having returned 10,000 ties sold to T. & N. O. Ry. acct. J. D. Kingston's contract as cut during the season of 1931-32 on Lot License 307—31/32."

Q. To whom is the Clearance given?

A. Fred Alderdice.

Q. I notice at the bottom:—

“This material returned on a board measure basis”?

A. Yes.

Q. That is, it is not returned on a basis of 10 cents per tie but on what is known as the Doyle measure?

A. Yes.

Q. Which makes it much cheaper?

A. (No response.)

Q. As I understand it, in this case they cut the timber not for ties, but for general purposes, and the dues payable are so much per M. feet, and if sawn at the mill it works out less than per tie, and they make a better profit?

A. It is a more profitable deal on the foot board measure.

Q. Now, in Exhibit No. 25 look at a letter dated March 24, 1932, from Mr. W. H. Maund to Mr. G. B. Alford, setting out certain payments due to Mr. Kingston and certain money advanced?

A. Yes.

Q. Then look at a letter dated October 21, 1932. What is it?

A. It is a letter written by Mr. James D. Kingston to Mr. G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway, North Bay, and reading:

“Dear Sir:

“Could you let me know when you will be loading the ties that I took out at Chester’s Siding above New Liskeard.

“Thanking you,

“Yours truly,

(Signed) “JAMES D. KINGSTON.”

Q. And this letter is written on the stationery of “The James Bay Inn, Moosonee, Ontario, operated by the Temiskaming and Northern Ontario Railway Commission”?

A. Yes.

Q. Mr. James D. Kingston being in the employ of the Commission in the capacity of Manager of the James Bay Inn at Moosonee when doing business with the Commission?

A. Yes.

Q. Then look at another letter in Exhibit 25 dated November 10, 1932?

A. Yes, a letter dated November 10, 1932, from Mr. James D. Kingston to Mr. G. B. Alford, Purchasing Agent and Storekeeper, and reading:—

“Dear Sir:

“You will please find enclosed letter I received from Crown Timber Agent, at New Liskeard, stating that clearance was 10,721 ties.

“This covers the whole amount taken out by me, including the 519.

“Hoping this is satisfactory and thanking you, I am,

“Yours truly,

(Signed) “JAMES D. KINGSTON.”

Q. And this also is written on the stationery of the James Bay Inn, Moosonee, Ontario, J. D. Kingston, Manager, operated by The Temiskaming and Northern Ontario Railway Commission?

A. Yes.

Q. Look at the Clearance?

A. November 14, 1932. The Clearance is made to J. D. Kingston per Fred Alderdice:—

“J. D. Kingston per F. Alderdice having returned 519 Jack Pine ties sold to T. & N. O. Ry. as cut during the season of 1932-32 . . . under License to Alderdice. . . .”

Q. And at the bottom:—

“This is to certify that the material as above, is hereby passed free from Crown dues, Mr. Alderdice having paid same”?

A. Yes, operating under license.

Q. Now, I want you to look at a letter dated November 25, 1932, in Exhibit No. 25?

A. It is a letter from Mr. James D. Kingston to Mr. G. B. Alford, reading:—

“Dear Sir:

“Received two T. & N. O. Ry. Com. cheques amounting to \$376.03 and \$214.42, being balance due, less 3c. per tie held for loading charges, on tie contract, for which I thank you.”

Q. Apparently three cents held back to protect the loading?

A. Yes.

Q. Then read to the Committee a letter dated September 26, 1933, appearing in Exhibit 25?

A. A letter dated North Bay, September 26, 1933, from the Secretary-Treasurer, T. & N. O. Railway Commission, to J. D. Kingston, Manager, James Bay Inn, Moosonee, Ontario:—

“Dear Sir:

“*Re Loading Ties—New Liskeard*

“We have received a letter from Emile Cote, under date New Liskeard, Sept. 25th, reading as follows:—

“It is fifteen days since the ties were loaded and I have received nothing yet. We are greatly in need of money here these days. Hoping to have this cheque by return mail, I am.’

“Have replied to Mr. Cote advising that any work he performed in loading these ties was done on your behalf and as you have already been paid, presume you will settle with this party direct. In his letter he mentioned 11,240 ties at 2½ cents each.”

“Yours truly,

“SECY.-TREASURER.”

Q. Perhaps we had better file the cheques paid to him as well, or perhaps you can tell us how much money he received all told?

A. I can tell you that, but I think I have them here.

Q. Can you tell us how much it amounted to?

A. I will get the amount; \$8,469.

BY MR. PRICE: Q. I see that when Mr. J. D. Kingston got this contract he lived at New Liskeard?

A. Yes.

Q. The point about this appears to be that on October 5, 1931, J. D. Kingston got the contract and lived at New Liskeard at that time, because here is a letter from the Purchasing Agent and Storekeeper of the T. & N. O. Railway Commission on that date saying:—

“Dear Sir:

“*Re Ties*

“Confirming conversation with you in office this a.m.

“This will be your authority to take out 10,000 ties in accordance with our specifications, and which we understand will be delivered to us on cars at M.P. 115, North Bay Subdivision, at the prices of 80c. No. 1, 70c. No. 2, 35c. No. 3, F.O.B. Cars.”

So Mr. Kingston at the time he got the contract was not the manager of the hotel at Moosonee?

A. I am not sure what date Mr. Kingston became hotel manager. In any event, he was at New Liskeard at that time.

Q. I do not think the hotel was opened in October, 1931. Mr. Kingston got that contract. Had he had contracts before?

A. Yes.

Q. For taking out timber?

A. Yes.

Q. He was a timber operator taking out timber for the T. & N. O. Railway before that?

A. Yes. He had brought out timber and other contracts with it.

Q. So that when he got the contract he was at New Liskeard and was not up at Moosonee where apparently he went afterwards as manager of the hotel?

A. No.

Q. Here is a letter dated New Liskeard, March 5, 1932, from Mr. James D. Kingston to Mr. G. B. Alford, North Bay, so he was still at New Liskeard on March 5, 1932, apparently?

A. Yes.

Q. It is a letter to Mr. Alford regarding sales tax. He was bringing up the question of sales tax, I see?

A. Yes.

“Dear Mr. Alford:—

“I thought I would write to you regarding the Sales tax on the ties.

“I hear that the Hon. Mr. Bennett is going to increase the amount of tax to come into force on March 15. I would ask you if it would be possible to have all the ties scaled up—all ties we would have cut up to and on Saturday, March 12, and the count delivered to your office before the 15th so that I would not have to pay any higher tax—only on anything delivered after that date.

“Thanking you, I remain,

“Yours truly,

(Signed) “JAMES D. KINGSTON.”

Q. He was anxious about the sales tax?

A. Apparently.

Q. Then I point out to you from this file that apparently Mr. J. D. Kingston having the contract, had made arrangements with Fred Alderdice?

A. Yes.

Q. That is on the 1931-32 cuts?

A. Yes.

Q. It says: "During season 1931-32"?

A. Yes.

Q. So it is quite obvious that Mr. Kingston lived at New Liskeard and did not become an hotel manager until away on after that date in 1932. Then I also see something here showing that Mr. Kingston apparently took over some other contract. So he was quite an extensive operator himself if he would take over another contract?

A. The ties were all cleared by Fred Alderdice.

Q. "Fred Alderdice having returned 10,000 ties sold to T. & N. O. Railway account J. D. Kingston contract as cut during the season of 1931-32 on lot license 30 . . ." so apparently he had been an operator before taking up other people's contracts?

A. He helped to finance Potter in a previous contract.

Q. There is no contention that Mr. Kingston did not take out timber and did not operate himself?

A. That file does not indicate that he did.

Q. But apparently he made arrangements with Alderdice to take that timber out?

MR. GLASS: He acted as a middleman.

MR. PRICE: Maybe; we have no evidence of that.

MR. GLASS: Government evidence, the best evidence you can get.

MR. PRICE: Q. So it is quite obvious that Kingston was in New Liskeard when he made the contract, and his first letter from Moosonee is dated October 31, 1932?

A. Yes.

Q. So that that really has no significance at all?

A. No. He got the contract before that.

Q. He was employed by the T. & N. O. Railway Commission at a later date to look after that hotel. That would rather give the impression that he was a pretty good man?

A. He had been an hotel manager previously.

Q. Yes, he had been an hotel manager at one time. That is what I understood.

That is all, Mr. Glass.

BY MR. GLASS: Q. I produce to you another file from the records of the T. & N. O. Railway Commission?

A. Yes.

Q. To what does this file refer?

A. It refers to a tie contract with R. S. Potter.

EXHIBIT No. 26: File of correspondence from the office of the Secretary-Treasurer of the T. & N. O. Railway "A-2341" re ties—R. S. Potter.

Q. Do you know Mr. Potter?

A. I know Mr. Potter, but I do not know anything about his business.

Q. Is he active in the political life of the country up North?

A. I have heard that he knows something about politics.

Q. Am I correct in saying he is the defeated candidate in the election of 1919?

A. Yes.

Q. Defeated by the present Chairman of the T. & N. O. Railway Commission?

A. Correct.

MR. PRICE: That is a long time ago.

THE CHAIRMAN: Q. I suppose the inference is that he is a Conservative?

A. He was at that time.

Q. And that he is right there with the Liberals now?

A. (No response.)

MR. PRICE: At what time did you run up there, Mr. Attorney General?

HON. MR. ROEBUCK: My last run there was in 1917; prior to that in 1914 and 1911.

MR. GLASS: Q. Looking at Exhibit No. 26 I show you a telegram dated North Bay, May 9, 1924, from Mr. George W. Lee to Mr. R. S. Potter, Matheson, Ontario, reading:—

“Your letter re ties received and am arranging with Purchasing Agent to take fifty thousand ties from you on our tracks at Matheson.”

Then I show you a letter dated May 9, 1924, from Mr. George W. Lee, Chairman of the T. & N. O. Railway Commission, to Mr. G. B. Alford, reading as follows:—

“Dear Sir:

Re Ties—Season 1924—R. S. Potter

“In the above connection.

“I am enclosing herewith copy of Mr. Potter’s letter of the 7th instant, together with my telegram to-day’s date, which are self-explanatory.

“Kindly do the necessary.”

Then I show you a copy of letter dated May 7, 1924, from Mr. R. S. Potter to Mr. George W. Lee, North Bay, reading as follows:—

“Dear Mr. Lee:

“If you remember, last Fall, when talking about tie contracts, you said that any time I was ready to go ahead I could take out fifty thousand ties at 75c. for No. 1 and 85c. for No. 2 ties.”

THE CHAIRMAN: That cannot be correct.

MR. GLASS: That is the way it appears in this copy of letter, Sir. Then:—

“If it is not too late I would like to start in taking out ties right away. I would deliver them here at Matheson and would not ask for any inspection until they are piled at the siding. They will all be sawn ties and will be of the best of material, and hope you will be able to let me start in right away.

“I understand Mongeon and Dempsey are not going to carry out their contract, and I thought perhaps you would handle at least fifty thousand ties at the present time quite easily. Of course my contract would spread over the summer months.

“Hoping to have a favourable reply from you, I am,

“Yours very truly,

(sgd) “R. S. POTTER.”

THE CHAIRMAN: Was he a lumberman as well as a politician?

MR. PRICE: A lumberman and prospector.

HON. MR. ROEBUCK: And storekeeper.

MR. GLASS: "Jack of all trades."

Q. I produce to you a copy of the contract between R. S. Potter, Matheson, and The Temiskaming & Northern Ontario Railway Commission, dated May 13, 1924, Clause 4 of which reads as follows:—

"4. The contractor shall furnish and deliver to the Commission free of all charges, in strict compliance with the specifications hereto attached, 50,000 Railway Ties. Delivery of Ties shall be made f.o.b. cars, Siding Tracks of the Commission."

I now read a copy of letter written by Mr. R. H. Parmenter, of Messrs. Tilley, Johnson & Parmenter, etc., Solicitors, Toronto, dated June 3, 1924, to Mr. W. H. Maund, Secretary-Treasurer, T. & N. O. Railway Commission, North Bay:—

"Dear Sir:

"Re Ties—Season 1924—R. S. Potter."

I shall read only the last paragraph:—

"Can Mr. Potter be said to be a settler or farmer? If so, I do not think any sales tax will be payable in respect of the ties covered by the contract. In any case I do not think any tax can be imposed on the Commission as, if payable at all, it is payable by the producer or the manufacturer, which will be Mr. Potter."

MR. PRICE: How did that come up?

MR. GLASS: I shall read the whole letter. Apparently the contract was sent to Mr. Parmenter for approval, as all contracts were. He writes as follows:—

"W. H. Maund, Esq.,

"Toronto, 3rd June, 1924.

"Secretary-Treasurer,

"T. & N. O. Rly. Commission.

"Dear Sir:

"Re Ties—Season 1924—R. S. Potter"

"I am duly in receipt of yours of 29th ult. enclosing contract in duplicate in this matter. Same is returned herewith. My criticisms of the agreement are as follows:—

"1. No time is specified for delivery of the ties.

"2. Place of delivery is too vague.

"3. Paragraph 8 should make it clear that no advances are to be made in respect of cull ties.

"Subject to the above I think the agreement is in proper form for the Commission to sign. I do think it is important, however, that it should be amended as indicated above.

"Can Mr. Potter be said to be a settler or farmer? If so, I do not think any sales tax will be payable in respect of the ties covered by the contract. In any case I do not think any tax can be imposed on the Commission as, if payable at all, it is payable by the producer or the manufacturer, which will be Mr. Potter.

"Yours truly,

(sgd) "R. H. PARMENTER."

Q. Now, Mr. Hume, did Mr Potter fulfil his contract?

A. He did.

Q. Tell me how many ties he supplied?

A. He supplied 69,496 ties, total \$56,982.81.

Q. Did he receive sales tax?

A. Yes.

Q. And your records show the Commission paid all sales tax?

A. Yes.

HON. MR. ROEBUCK: Notwithstanding what Mr. Parmenter said.

THE CHAIRMAN: What is the date of that letter by Mr. Parmenter to Mr. Maund, suggesting revision of contract?

THE REPORTER: June 3, 1924.

MR. GLASS: The contract is dated May 13, 1924, and apparently was subsequently signed.

Q. What is the date of payment of the final certificate?

A. The sales tax is paid on each progress certificate, as each progress certificate is made out.

HON. MR. ROEBUCK: Q. Are all those payments after Mr. Parmenter's letter?

A. Yes.

THE CHAIRMAN: Q. What intrigues me is that the evidence up to date shows that all these contracts were entered into in the fall and completed in the spring. Did that hold good in this case?

A. This contract was made in May, 1924.

MR. GLASS: Q. But filled during the winter of 1924-1925?

A. Yes.

THE CHAIRMAN: Q. For delivery the following year?

A. Yes.

MR. PRICE: It would be 1925-1926.

WITNESS: On this contract we had 23 Progress Certificates for 69,000 odd ties.

THE CHAIRMAN: Q. What is the significance of that?

A. He needed the money badly.

MR. PRICE: Q. And he would get advances from the Commission?

A. As he brought out a few ties he made out a Progress Certificate, and there were 23 Progress Certificates for 69,000 odd ties.

Q. Is that unusual?

A. Oh, yes.

Q. There were an unusual number of Progress Certificates?

A. More than to any other man that I know of, in twelve years.

Q. On that point, apparently in those years they were not issuing settlers' contracts? The Commission did not buy directly from the settlers?

A. No.

Q. That practice did not come in until 1926?

A. No. There were no settlers' contracts in 1923-1924, 1925-1926 and 1926-1927. In 1928 appear the first settlers' contracts. The policy of the Commission changed in 1928-1929.

Q. And from that time on you have been giving settlers contracts?

A. Yes.

MR. GLASS: Q. I show you the original contract with Mr. R. S. Potter, dated May 13, 1924, but apparently signed some time afterwards?

A. Yes.

EXHIBIT NO. 27: Memorandum of Agreement dated May 13, 1924, between R. S. Potter, Matheson, Ontario, and The Temiskaming & Northern Ontario Railway Commission.

MR. GLASS: There is one more file and then I shall be all through.

Q. Is that a file from your records which I now show you?

A. Yes, it is.

Q. Dealing with what?

A. Tie contract with John Clark, Englehart, Ontario.

Q. Who is John Clark?

A. I know John Clark lives in Englehart; that is about all.

HON. MR. ROEBUCK: I can give evidence that he is an old line Conservative supporter.

MR. GLASS: Q. Do you know anything about his political affiliations?

A. No.

Q. In Exhibit No. 28, presently to be filed, look at a letter dated July 16, 1924, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark, Englehart?

A. The letter reads:—

“Dear Sir:

“Re Tie Supply Season 1925

“If you are going to be in position to deliver Ties for next year, kindly furnish the following particulars:—

“(1) At what points will delivery be made?

“(2) What class of Timber will Ties be cut from?

“(3) What quantity of Ties do you expect to be able to deliver?

“Please write me fully in the matter at your earliest convenience.”

Q. Do you know under whose instructions that letter was written?

A. Written under the instructions of the Commission.

MR. PRICE: Q. He had a contract the year before that, Mr. Hume, 1923-1924: 20,928, and they were writing him asking him if he wanted to contract—

THE CHAIRMAN: Gentleman, it is now one o'clock. I suppose we had better adjourn until to-morrow morning.

MR. GLASS: If I may I shall put in the dates of the letters I desire to file,

and the reporter can have them copied into the record: July 19, 1924, from John Clark to Mr. G. B. Alford.

Q. Look at that letter?

A. Yes, July 19, 1924, from John Clark to Mr. Alford:—

“Dear Sir:—

“With reference to your file B-2306 Re. Tie supply season 1925.

“I expect to have quite a quantity of Jack Pine ties for delivery the coming season, providing the prices are attractive.

“I expect to have in the neighborhood of 25,000 on the Elk Lake Branch, and another 25,000 between Englehart and possibly further south on the main line, including the Charlton Branch and Kirkland Lake, as far as Bourkes. I expect to have my mill cutting all winter and possibly 3 months next spring principally ties.

“The large shipping points will be Rosegrove, 149 and Mileage 170 on the main line and Osseo on the Elk Lake Branch.

“Trusting this will be satisfactory, I remain,

“Yours truly,

(Signed) “JNO. CLARK.”

MR. GLASS: Q. Then a letter dated October 17, 1924?

A. Yes, a letter from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark, Englehart, Ontario:—

“Dear Sir:—

“*Re: Ties Season 1925*

“We are prepared to take from you 15,000 ties for next season in same terms as last contract with you. Ties are to be delivered on or before June 30th, 1925.

“Kindly acknowledge.

“Yours truly,

“PURCHASING AGENT AND STOREKEEPER.”

MR. GLASS: Q. Then a letter dated October 20, 1924, from John Clark to Alford?

A. Yes:—

“Dear Sir:—

“I have yours of the 17th inst. for Ties season 1925. Thank you very much for the Contract which will be sent later. Being as I was a little

short on my Contract last year I suppose it will be satisfactory for me to add them to this Contract, as I had figured on buying from the settlers the amount I quoted you last July, and I would like to take as many of that quantity as possible.

"I also have your letter Re slabs. I arranged to start loading last Friday, up near Matheson. I haven't had any shipping bills yet but I expect they are loading, and will not take very long in cleaning up the balance of the Contract about 10 cars including extras.

"Yours truly,

"(Signed) JNO. CLARK."

MR. GLASS: Q. Then a letter dated October 24, 1924?

A. Yes, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark:—

"Dear Sir:—

"*Re: Ties*

"Yours of October 20th acknowledged and noted with thanks.

"A total of 15,000 will be all that we will require from you for next season, as we have a good supply of Ties on hand, but it was felt that we should at least give you a few thousand, and we felt that we were going the limit in stating 15,000 Ties. We are very pleased to include you on our list for anything that is going in this line.

"Yours truly,

"PURCHASING AGENT AND STOREKEEPER."

MR. GLASS: Then a letter dated November 3, 1924?

THE CHAIRMAN: Why not go on with this to-morrow morning, Mr. Glass? It is now one o'clock.

MR. GLASS: This is the last letter, sir.

THE CHAIRMAN: Then read it into the record from your own notes.

MR. GLASS: Then perhaps we had better adjourn until to-morrow morning.

EXHIBIT No. 28: File of correspondence from office of the Secretary-Treasurer of the T. & N. O. Railway Commission, North Bay, marked B-2306 re Ties—John Clark.

HON. MR. ROEBUCK: May I now make this motion, seconded, I suppose, by my friend, Mr. Price?

MR. PRICE: Yes.

HON. MR. ROEBUCK:—

That the Chairman and Secretary of the Committee be authorized to prepare a report of the Committee's activities during the present sittings hereof to be submitted to the Committee for approval before being presented to the House.

MR. PRICE: The usual thing to do is to report the evidence.

THE SECRETARY: No; they apparently bring in this resolution (indicating form) and then the Report is prepared.

MR. PRICE: Very well.

HON. MR. ROEBUCK: At all events, that is your authority. Perhaps it is a little premature to move it now, but it will be on record.

THE CHAIRMAN: Gentlemen, you have heard the motion.

The Chairman recorded the motion as Carried.

Whereupon the Committee adjourned at 1.02 o'clock p.m. until 10.00 o'clock a.m. on Tuesday, April 7, A.D. 1936.

ELEVENTH SITTING

Parliament Buildings, Toronto,
Tuesday, April 7, 1936, at 10.00 a.m.

THE CHAIRMAN: The Secretary will call the Roll.

The Secretary called the Roll of Members of the Committee.

LESTER R. HUME, recalled. Examination continued by MR. GLASS:

Q. Continuing from where we left off yesterday morning, Mr. Hume, I produce to you in Exhibit 28 a letter dated November 3, 1924. Will you please read that letter?

A. It is a letter dated November 3, 1924, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark, Englehart, Ontario, reading as follows:—

“November 3, 1924.

“B2306.

“Mr. John Clark,
“Englehart, Ont.

“Dear Sir:

“Re Ties for Next Season:

“*Albert Hayes.*

“Albert Hayes, Wabewawa, is writing, offering us ten to fifteen thousand

Ties. We have advised him that we are not in the market. Does his offer interest you? If so, communicate with him direct."

Q. Which would indicate, apparently, that Mr. Clark might buy his ties from Albert Hayes and fill the order?

A. Yes.

Q. I produce to you in Exhibit 28 a form of contract purporting to be a contract between John Clark, Englehart, Ontario, and the Temiskaming & Northern Ontario Railway Commission, dated the 9th day of January, 1925. Is that the contract signed for the ties in question?

A. Yes.

Q. How many ties?

A. 15,000.

MR. GLASS: The Committee will notice that Clause 4 of the contract reads as follows:—

"4. The contractor shall furnish and deliver to the Commission free of all charges in strict compliance with the specifications hereto attached 15,000 Railway Ties, to be delivered on or before June 30th, 1925."

Q. I now produce to you a letter dated February 17, 1925, also part of Exhibit No. 28. Kindly read that letter to the Committee?

A. It is a letter dated February 17, 1925, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission to Mr. John Clark, reading as follows:—

"February 17, 1925.

"B2306.

"Mr. John Clark,
"Englehart, Ont.

"Dear Sir:

"Tie Contract, John Clark, Season 1925.

"Although no mention was made nor question raised in connection with the tax on last year's Ties, the writer feels that the Commission should not be called upon to pay tax on these Ties and we feel that the price of 85 cents and 75 cents for No. 1 and No. 2 Ties respectively, should represent the total cost to us, loaded on cars and that we should not be called upon to absorb the tax. Now, we do not want to appear to be unreasonable, but we commend this feature to your usual kind consideration and trust it will meet with your approval."

MR. GLASS: The Committee will notice that this letter indicates that the Commission takes the position that it is not responsible for the Sales Tax. That

is back in 1925. This letter is dated February 17, 1925. If the Committee will consider the language of the reply by Mr. John Clark in a letter dated March 7, 1925, the Committee will observe that Mr. John Clark accedes to the proposition that no tax should be charged against the Commission.

Q. Will you please read that letter of March 7, 1925, part of Exhibit No. 28?

A. It is a letter dated March 7, 1925, from Mr. John Clark of Englehart, Ontario, addressed to Mr. G. B. Alford, Purchasing Agent, T. & N. O. Railway, North Bay:—

“March 7, 1925.

“B2306.

“Mr. G. B. Alford,
“Purchasing Agent, T. & N. O. Rly.,
“North Bay, Ontario.

“Dear Sir:

“*Re Tie Contract: 1925.*

“I have your letter of March 6th also of February 17th. The letter of Feb. 17th got misplaced and I was unable to locate it, but I remember the contents of the letter asking me to assume the sales tax. I don't mind assuming this on our own ties that we manufacture ourselves but whether I can charge it to the settlers that I bought from as I did not mention it to them, but I think possibly I can. I will try.

“It is possible that I will be a few 1,000 ties over the contract. I understand the T. & N. O. are likely to need more ties. I ask you to kindly make a note of this and give me the first chance and greatly oblige.

“Yours truly,

“(sgd.) “JNO. CLARK.”

MR. GLASS: The Committee will notice that Mr. John Clark accepts the view of the T. & N. O. Railway Commission that he is responsible for the Sales Tax on his own ties in any event; but he says he bought some ties from settlers and does not know whether he will be able to charge the Sales Tax up to them. The settlers' ties, as we have been advised here, are free from tax, but that is beside the point at the present time.

Q. I produce to you a memorandum dated April 3, 1925. What does that memorandum indicate?

A. This memorandum of April 3, 1925, is a report from our Tie Inspector, Mr. W. J. Bauldry, and reads as follows:—

"April 3rd, 1925.

"Totals of Ties for John Clark, Englehart:

"Marshall.....	Dack.....	2,000
Johnston.....	".....	1,500
Harding.....	".....	700
Woods.....	".....	400
H. Grant.....	M. 148.....	1,200
Thomas.....	".....	360
Hounslow.....	Wakewawa.....	700
Wallis.....	M. 145½.....	1,200
O. Oleson.....	M. 148.....	350
Jno. Clark <i>Personal</i>	M. 31½.....	15,000
		23,410
		15,000
		8,410

"Sgd.) W. J. BAULDRY,
"Tie Inspector."

MR. GLASS: That memorandum indicates that Mr. John Clark obtained a substantial amount of ties from settlers to fill his tie contract.

Q. In Exhibit 28 do you find a statement headed "Progress Certificate No. 4?"

A. Yes.

Q. Dated June 15, 1925?

A. Yes.

Q. What does that statement indicate?

A. That certificate indicates a Progress Payment to John Clark on this contract.

Q. Of how much money so far?

A. It indicates a payment of \$9,114.85, which includes an amount of Sales Tax of \$718.80.

MR. GLASS: Gentlemen of the Committee, you will notice that despite the fact that the Commission had written to John Clark stating that the Commission was not liable for Sales Tax, and John Clark had accepted the proposition that he was going to absorb it himself, he is allowed \$718.80.

Q. Then turn to a letter dated August 20, 1925, part of Exhibit No. 28, and read it to the Committee, please?

A. This is a letter dated August 20, 1925, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark, Englehart, Ontario, reading as follows:—

“August 20th, 1925.

“B.2306.

“Mr. John Clark,
“Englehart, Ontario.

“Dear Sir:—

“*Re Ties—1925.*

“My instructions were to take additional ties from you up to 7,000, but am now advised that you have approximately 8,500 ties and that it will be in order to take this quantity off your hands which we will be very pleased to do. Am forwarding copy of letter addressed to Mr. Bauldry at Englehart, asking him to inspect ties up to 8,500 or 8,600 which I understand is the quantity you have for disposal.”

“Yours truly,

“GBA.MT.

“PURCHASING AGENT AND STOREKEEPER.

“C.C.: MR. W. J. BAULDRY, Englehart,

“This for your information.”

Q. Following this letter I see certain Inspectors' reports?

A. Yes, Inspectors' reports.

Q. All with respect to ties obtained by John Clark from settlers?

A. Harding, 621; E. Johnston, 337; Harry Woods, 401; Charles Marshall, 2,011; T. K. McGuire, 1,006; E. Johnston, 779; Mrs. Hounslow, 893 and S. E. Wallis, 1,526 ties.

Q. Now, read the letter of September 12, 1925, appearing in Exhibit No. 28, please?

A. This is a letter dated September 12, 1925, from the Purchasing Agent and Storekeeper, T. & N.O. Railway Commission, to Mr. John Clark, Englehart, Ontario:—

“September 12, 1925.

“B.2306.

“Mr. John Clark,
“Englehart, Ont.

“Dear Sir:

“*Re Tie Contract: 1925.*

“We attach copy of letter which we wrote the Department December 4th and copy of their reply December 9th, 1924. This would apply on all

Ties which you purchased from subcontractors and would appreciate an account from you showing the number of Ties and what you would consider the F.O.B. mill price, which you paid the subcontractor. This price, of course, would not include the cost of hauling from the mill or the cost of loading on the cars. The 5% sales tax would be applied on the net amount of this invoice.

"We attach copies of Inspectors' reports covering the Ties referred to.

"Yours truly,

"PURCHASING AGENT AND STOREKEEPER."

MR. GLASS: Apparently the Commission want to pay the sales tax on the net amount of ties, although they are not liable.

Q. Now read the reply dated September 18, 1925?

A. This is a letter dated September 18, 1925, from John Clark to Mr. G. B. Alford, Purchasing Agent and Storekeeper, T. & N. O. Railway, North Bay, Ontario, reading as follows:—

"Dear Sir:

"I have yours of the 12th, Fyle B.2306, re tie contract 1925. I think it would be perfectly fair to make a deduction of 15 cents per tie for handling them from the mill to the cars as I have not kept track of that particular work separately and cannot give the exact figures. Of course this would only apply to the ties cut at my own mill. The ties purchased from settlers would not come under this ruling outside of the loading which would be about 5 cents per tie.

"Trusting this will be satisfactory, I am,

"Yours very truly,

(Sgd.) "JNO. CLARK."

Q. Now read the reply to that letter, dated September 22, 1925?

A. This is a letter dated September 22, 1925, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark, Englehart, reading as follows:—

"September 22, 1925.

"B.2306.

"Mr. John Clark,
"Englehart,
"Ontario.

"Dear Sir:

"*Tie Contract: 1925*

"Acknowledging your letter of September 18th. Possibly our letter of September 12th was not quite clear as to Sales Tax. We are required

to pay Sales Tax on the F.O.B. Mill Price that you paid the subcontractor, and if the price that you paid the subcontractor covered the price of Ties loaded on cars, this would be a further deduction on that price.

"Trust that we have made the matter clear and awaiting your reply, we are,

"Yours truly,

"PURCHASING AGENT AND STOREKEEPER."

Q. Then read to the Committee the reply from Mr. John Clark to Mr. G. B. Alford, dated September 24, 1925?

A. This is a letter dated September 24, 1925, from Mr. John Clark to Mr. G. B. Alford, reading as follows:

"Englehart, Ont., September 24th, 1925.

"Mr. G. B. Alford,

"Purchasing Agent and Storekeeper,

"T. & N. O. Ry.,

"North Bay, Ontario.

"Dear Sir:

"I have yours of the 22nd re ties, Fyle B-2306. The ties that I bought from the contractors, that is the farmers, I paid 75 cents, 65 cents and 30 cents for. The actual cost of my own ties was 45 cents less drawing to the track and loading. The 45 cents does not include the drawing and loading and the price to the contractors is the price that I paid them on the car. There would be a deduction there, if you take out the hauling and loading, of about 20 cents per tie on the farmers.

"Very truly yours,

"(Sgd.) "JNO. CLARK."

MR. GLASS: In other words, the farmers had to haul the ties to the tracks and load them on the cars, and he received 75 cents for No. 1 ties, 65 cents for No. 2 ties, and 30 cents for No. 3 ties, and he got the difference as a profit.

Q. Then read to the Committee the letter dated September 28, 1925, part of Exhibit No. 28?

A. This is a letter dated September 28, 1925, from the Purchasing Agent and Storekeeper to Mr. John Clark, Englehart, Ontario, reading as follows:—

"B.2306.

"September 28th, 1925.

"Mr. John Clark,

"Englehart, Ont.

"Dear Sir:

"*Re Tie Contract: 1925*

"Your letter of September 24th acknowledged.

"We attach statement showing Ties received from subcontractors on your contract, also showing how we have computed the Sales Tax. We

have included Car TEM. 60003 containing 361 Ties as stated in your letter of September 21st. We are also including 216 Culls which were left at your Siding M.P. 31½, May 29th. These Ties were not previously included in Progress Certificates. Should there be any error in the figures as reported by us, would be glad to have you telegraph immediately upon receipt of this letter, as we are passing final payment to-day.

“Yours truly,

“PURCHASING AGENT AND STOREKEEPER.”

Q. Then this is the final Progress Certificate No. 5, dated what date?

A. Dated September 28.

Q. Can you tell me how much sales tax has been paid by the Commission according to that statement?

A. On this whole contract?

Q. Yes?

A. It will just take me a second to give you that.

Q. Very well?

A. We paid a total sales tax of \$882.44 on that contract.

THE CHAIRMAN: Is there anything in the records, witness, to indicate why that was paid, in view of the correspondence that has been read stating that Clark would assume it?

A. Nothing on the files, Mr. Chairman.

MR. GLASS: Q. Look at a letter dated October 9, 1925, part of Exhibit No. 28, and read it to the Committee, please?

A. This is a letter dated October 9, 1925, from the Purchasing Agent and Storekeeper, T. & N. O. Railway Commission, to Mr. John Clark, Englehart, Ontario:—

“October 9th, 1925.

“B.2306.

“Mr. John Clark,
“Englehart, Ont.

“Dear Sir:

“*Tie Contract: John Clark: Season 1925.*

“We have the following communication from the Workmen’s Compensation Board:—

“‘Mr. John Clark owed the Board \$40.50 for the second payment of

his 1925 provisional assessment on his Logging operations on Sept. 1st and has not yet paid this amount. The basis on which he was assessed was \$420.00 wages for 1925 for his own operations, and \$1,200 for the wages of his contractors, Messrs. Renaud and Peever.'

'Shall be glad to have your advice when settlement has been made with Board so that we may release your final cheque which is held up waiting this adjustment.

'Yours truly,

'PURCHASING AGENT AND STOREKEEPER.'

MR. GLASS: Q. I want to know, Mr. Hume, whether you can find any Clearance from the Crown Timber Agent to John Clark or to your Commission for the ties supplied by the contractor. Apparently 15,000 of his own ties were supplied?

A. There is no record of Clearance on this file.

Q. Do you know whether the Crown dues have been paid on the timber which went into the ties in connection with this contract?

A. No, I could not say.

Q. Nothing on record?

A. Nothing on record here.

Q. What do you know about the Clearance, if anything, in connection with this matter?

A. Clearances up at North Bay are not on this file, but in 1925 the Clearance papers were not placed on the file; we had a separate folder for them. Last Sunday I did notice these Clearance papers with reference to settlers where John Clark was concerned.

Q. That is about 8,600 ties all told from settlers?

A. Yes.

Q. What about the 15,000 he himself procured in some way or other? Have you any record of any clearance of those ties?

A. No.

THE CHAIRMAN: Who is this man Clark? Do you know anything about him, witness?

A. No; I do not know him personally. I know he resides in Englehart, and is well known up there, a public man.

HON. MR. ROEBUCK: Q. He was President of the Conservative Association at one time?

A. I understand so.

HON. MR. ROEBUCK: And I know he has been active in politics since at least 1908. I met him away back as far as that year, and he was always particularly active in the Conservative interest in my day.

THE CHAIRMAN: Q. Is he a lumberman?

A. Yes.

MR. GLASS: Gentlemen of the Committee, in connection with the last file there is no doubt in my mind that Mr. John Clark was liable for the sales tax. He had agreed in writing to assume it and pay it; but in view of the lapse of time I do not know whether anything can be done to recover it. I submit that is a very serious feature of that particular contract.

Mr. Chairman, I might say that Mr. Price asked that the investigation go back to 1919 for the purpose of including the Drury regime. I had the pleasure or otherwise of going through some of those files and found some interesting data, but I do not know whether it would serve any good purpose to produce any of those contracts here. Therefore, with the consent of the Attorney-General I am not going to proceed any farther with these particular tie contracts.

HON. MR. ROEBUCK: Of course, the carriage of the investigation from 1919 to 1923 was distinctly understood to be on the shoulders of Mr. Price, who moved for it.

THE CHAIRMAN: The witness may retire.

The witness withdrew.

THE CHAIRMAN: Is there any other business to come before the Committee?

MR. COLTER: I move that the Committee adjourn.

THE CHAIRMAN: Motion to adjourn is always in order.

HON. MR. ROEBUCK: At the call of the Chair.

MR. GLASS: Can the Committee adjourn *sine die*?

THE CHAIRMAN: Yes.

MR. GLASS: In the meantime we will make an Interim Report, I suppose.

Whereupon the Committee adjourned *sine die* at 11.00 o'clock a.m.

TWELFTH SITTING

Parliament Buildings, Toronto,
Wednesday, April 8, 1936, at 1.30 p.m.

THE CHAIRMAN: The Secretary will call the Roll.

The Secretary called the Roll of Members of the Committee.

R. A. CAMPBELL, Recalled. Examined by the HON. MR. HENRY:

Q. I have not a great deal to ask you, Mr. Campbell, but from the standpoint of one who has some knowledge of actual road work I would like to ask you a few questions. I was present on several days during your examination, but you may have given evidence which I did not hear and which may cover what I have in mind. You are not an engineer, but you are a member of the Engineering Institute? (No response.)

Q. You are not a graduate of any college, but you have been accepted by the Professional Engineers' Society, and you have that standing?

A. Yes.

Q. What has been your experience in highway construction?

A. Well, adjacent to railway construction, and watching the general proceedings.

Q. You have not had charge of constructing roads for municipalities or governments?

A. No, not actual experience.

Q. And that is true of some or many of the engineers that you have under you now who have come into the Department since you took charge?

A. Yes, I find that practically all the engineers working for the Department of Northern Development on relief projects are of that type. The highway engineers are pretty well all employed by the Department of Highways.

Q. I am thinking of those you brought into the Department when you took charge. None of those engineers have had road experience?

A. Yes, quite a number of engineers.

Q. The man in charge of this contract about which we have spent so much time, is he an engineer?

A. Mr. McCoubrey.

THE CHAIRMAN: Chief Engineer.

HON. MR. HENRY: Q. The Chief Engineer in charge of this contract?

A. He is the Divisional Engineer.

Q. The Chief Engineer in charge of the job?

A. That I could not say definitely.

Q. You rather think his experience was railroad experience?

A. Well, mainly railroad experience, yes.

Q. Those in charge in the Kenora District generally when these different projects got under way were not with the Department in that area prior to your taking charge? Tackaberry was transferred?

A. Yes, Tackaberry in any event would have nothing to do with the job. That is, the Department was so large that it was becoming unwieldy to come all under one man, and we split it into two branches: Construction and Maintenance.

Q. So that when you undertook your work on this particular job it was in charge of men who had not had experience in that area, even if they had been with the Department for years?

A. No. Some were transferred from other works or projects.

Q. But they were in minor positions?

A. I think two of the resident engineers were working for the Department in that district.

Q. What position had Tackaberry in the District of Kenora? Was he the man in charge?

A. He was in charge of the Kenora District.

Q. The entire District?

A. Yes.

Q. This piece, Contract No. 21, lies within the Kenora District?

A. Yes.

Q. And all that district was in Tackaberry's charge and you transferred him and brought in a green man to replace him?

A. I would not say we brought in a green man.

Q. Green in the sense that he did not know the district?

A. No. Mr. McCoubrey understood the district; he had been in there on the trans-Continental Railway, and also with the C.P.R.

Q. As a railway engineer?

A. Yes; but we have found it necessary since then to employ a great number of engineers. At that particular time we were sending the location engineers out on the trans-Canada Highway to re-locate it, and I think we have employed nearly every engineer available who had experience on that class of work.

Q. There were seven contracts mentioned by the Attorney-General. Where were they located?

A. Four of them just east of Kenora and three of them just east of Nipigon.

Q. When were you over the work east of Nipigon?

A. In July, 1934.

Q. After you came into the Department?

A. Yes.

Q. You say that the territory there is similar to that in the Kenora District?

A. The territory on the four contracts east of Kenora is very similar to the section to the south.

Q. To the section in the Kenora area, particularly that covered by Contract No. 21?

A. Yes.

Q. During your examination by the Attorney-General you pictured the significance of the Fort Frances-Kenora Highway as one of great importance?

A. Yes.

Q. Was it of as great importance after the road was opened between Fort William and Kenora?

A. Yes, I believe it is of greater importance now. It permits of tourists getting to the trans-Canada Highway.

Q. I think that the Attorney-General took you as far east in the United States as Chicago. What would be the direction that tourists coming from Chicago would take to get into Canada?

A. Well, it all depends on what section of Canada they are coming into.

THE CHAIRMAN: They used to come to Windsor in prohibition days!

HON. MR. HENRY: I am talking of the territory west of the Great Lakes.

Q. Might he not readily come in through Duluth to Fort William and then follow the road now completed?

A. If he wished to come to the head of the Lakes that would be the logical route; but it is my personal opinion that the scenic attractions on the Kenora-Fort Frances Highway are so fine that they will undoubtedly attract a great number of tourists.

Q. They will attract a great number of tourists, no doubt, but the significance of the Fort-Frances-Kenora Highway is not as great to-day as it was prior to the opening of the road between Fort William and Kenora, is it?

A. Yes, I would think of more significance.

HON. MR. ROEBUCK: Q. Was it possible for the tourists to get from Winnipeg to Chicago without going on either the Fort Frances or Fort William road?

A. From Winnipeg to Chicago?

Q. Yes?

A. Yes, that road was open.

Q. So you did not need to build either the Fort William or the Fort Frances road to enable the tourists to get to the trans-Canada Highway?

A. No.

HON. MR. HENRY: Q. What I was asking you, Mr. Campbell, was whether the road between Fort Frances and Kenora is of greater significance since the opening of the road between Fort William and Kenora?

A. Well, prior to the opening of the road between Fort William and Kenora it would have been a dead end.

Q. Why? Could you not go on from Kenora to Winnipeg?

A. (No response.)

Q. A through road? You can travel from Fort William to Winnipeg to-day on a road?

A. Yes. I thought of the opening of the whole section from Fort William to Winnipeg when you mentioned that. They were opened at practically the same time.

Q. Which?

A. The trans-Canada right through.

Q. We all understand that. But this other road is not opened yet, and its significance is not as great to-day as it would have been before the opening of the trans-Canada Highway between Fort William and Winnipeg?

A. That is a matter of opinion, I guess.

Q. I asked you to point out or show why the road was of greater significance?

HON. MR. ROEBUCK: He has done so.

HON. MR. HENRY: No; I have not been able to get that.

WITNESS: At the present time tourists coming up over the Kenora-Fort Frances road can go from Winnipeg either to Kenora or Fort William.

HON. MR. HENRY: Q. That road is not open to-day?

A. It will be possible when it is completed. It is not officially opened yet, but it is being travelled.

Q. I thought there were bridges to be completed?

A. During the winter months they would cross on the ice on the lake.

Q. I think I understood the mileage between Fort Frances and Kenora along the route you are now opening to be 128 miles?

A. Kenora to Fort Frances is 128 miles, yes.

Q. And how far is it from Fort Frances to Nestor Falls?

A. In the neighbourhood of 60 miles.

Q. It is roughly half the distance?

A. Yes.

Q. You told the Committee the other day that the road from Nestor Falls to Fort Frances was a third-class road?

A. Yes.

Q. Are you sure of that?

A. Taking it all in all I would call it a third-class road.

Q. How far is the road from Fort Frances to Emo?

A. 23 miles, I think would be the distance.

Q. You call it all a third-class road?

A. Not all, no.

Q. That is your evidence?

A. From Emo to Nestor Falls would be considered a third-class road, I would say.

Q. What about the other portion?

A. The other portion is an average typical road.

Q. Is there a better piece of gravel road in Northern Ontario than the road between Fort Frances and Emo? (No response.)

THE CHAIRMAN: I suppose the witness would have had to be over all the roads in order to answer that question.

WITNESS: I have never been over the road from Fort Frances to Emo.

HON. MR. HENRY: Q. And yet you gave evidence that it is a third-class road?

A. After discussion with other officials of the Department who have been over it.

Q. Did they tell you it was a third-class road?

A. Not from Fort Frances to Emo.

Q. It is the best piece of gravel road in the North country?

A. That particular section is a good gravel road.

Q. It is the best piece of gravel road in the North country?

THE CHAIRMAN: That is not evidence.

HON. MR. HENRY: He agrees with me.

HON. MR. ROEBUCK: He did not agree with you that it is the best piece of gravel road in the North country. He said it is a good gravel road.

HON. MR. HENRY: I have asked him where there is a better piece.

THE CHAIRMAN: I do not think the witness could answer that question, because he has not been over that road and has not been over some of the other roads.

WITNESS: I would say the section from North Bay easterly is a better section for about twenty miles—North Bay westerly, at least.

HON. MR. HENRY: Q. Well, you have no knowledge anyway, but you gave

evidence that it is a third-class road from Fort Frances to Nestor Falls? (No response.)

HON. MR. ROEBUCK: Have you the evidence that he gave on this point before you?

HON. MR. HENRY: No.

HON. MR. ROEBUCK: You are giving only your memory of it.

HON. MR. HENRY: I took note of it.

WITNESS: I never thought of it in that light.

THE CHAIRMAN: The witness referred to it as a third-class road but did not particularize and state that one-third of it was a good road.

HON. MR. ROEBUCK: Roads, like chains, are judged to a certain extent, I suppose, by their weakest link.

Q. Was it in discussing this piece with me that these phrases were used?

A. I do not recall.

Q. I talked about the road from Emo to Nestor Falls, and up to Kenora. My questions were phrased almost consistently with respect to Emo north—

HON. MR. HENRY: Steady, Mr. Attorney-General! Do not assume too much to yourself.

HON. MR. ROEBUCK: You are assuming an awful lot when you are questioning the witness on what he said without having his evidence before you.

HON. MR. HENRY: The evidence has not been supplied to me.

THE CHAIRMAN: Mr. Price and Mr. Ellis were supplied with copies of the evidence.

HON. MR. HENRY: Q. How long has the road between Nestor Falls and Emo been in use?

A. How long has it been used?

Q. Yes?

A. A number of years.

Q. It has been a travelled road for a number of years?

A. Yes.

Q. A considerable number of tourists have gone in there by it to camps along the lake, or in that district?

A. Yes, that is my understanding.

Q. I want to turn to the section that was under discussion, roughly between Nestor Falls and the part which was under development. In your early examination you talked about Mileage 33 and Mileage 68. Under Mr. Ellis' examination you spoke of Mileage 33 as some point on this survey, and of Mileage 68 as another point on the line?

A. Yes, that was the approximate mileage.

Q. It was out of that, that the discussion arose as to whether it was 31 or 35 miles?

A. Yes.

Q. I do not think we ever had that actually cleared up, but I want to take the figures you gave on your examination by the Attorney-General in relation to the contract. Apparently it was of a more specific character. You took point 13.8 on the road, and that, I judge, is south of Kenora.

HON. MR. ROEBUCK: Perhaps we had better get the map.

WITNESS: I would like to see the files.

HON. MR. ROEBUCK: Here is a lot of material.

WITNESS: The Departmental mileage runs, some north from Emo and some south from Kenora.

HON. MR. HENRY: Q. But when you are speaking of Mileage 13.8 and 18.18, that was south of Kenora, was it not?

A. I would like to look at these files before answering your question.

HON. MR. ROEBUCK: Here is some material and there is a map.

MR. COULTER: Q. Did you speak of Mileage 5 to 38?

HON. MR. HENRY: Mileage 33 to Mileage 68. That was given in the early part of his evidence when being examined by Mr. Ellis.

WITNESS: Mileage 13 is at the junction of the trans-Canada Highway and the Fort Frances road.

HON. MR. HENRY: 13.8?

A. Yes, a long thirteen miles.

Q. That is the point at which the road runs south from the trans-Canada Highway?

A. Yes.

Q. It was 13.8 to 18.8, five miles?

A. Oh, I think I have the mileage in mind now. This map illustrates the point. The true mileage at the junction of the trans-Canada Highway and the Fort Frances Highway is called zero.

Q. No, that comes in later. Where is 13.8?

A. There is Mileage 15.8.

Q. I have 13.8? (No response.)

HON. MR. ROEBUCK: An unlucky number.

WITNESS: 15.8. It may have been that in looking at the plan at 15.8 I read it as "13.8."

HON. MR. HENRY: Q. What is that yellow section?

A. The three-mile section being constructed by day labour gangs.

Q. Then from the trans-Canada Highway to the mileage given here, 15.8, has been a travelled road for some years?

A. Yes.

Q. No. That is not altogether borne out on the map. This is a diversion?

A. The red section?

Q. Yes. Was there not a road —

A. This is being reconstructed; this is the seven-mile section.

Q. That is the addition?

A. Yes.

Q. The road was originally a little farther east?

A. There is a diversion on this section here.

Q. Of about four miles?

A. Seven miles.

HON. MR. ROEBUCK: The witness speaks of just south of the trans-Canada Highway.

WITNESS: That would be about four miles.

HON. MR. HENRY: Q. To where it joined what was the travelled road before?

A. Yes.

Q. So there has been from the trans-Canada Highway south to what is on this map Mileage 15.8 a roadway used for a number of years?

A. Yes.

Q. Then for three miles from 15.8 to 18.8 there was work previously done by day labour subsequently handed over to the contractor?

A. It was work opened up by day labour gangs, yes.

Q. Prior to the granting of the contract?

A. Yes.

Q. An undertaking to give employment to those who could not otherwise find work?

A. Yes.

HON. MR. ROEBUCK: Q. Tell me why that road does not follow the old one for four miles of the distance?

A. Our engineers have reported that it would be cheaper to construct an entirely new road through here than to attempt to bring the old road up to the standard it was being constructed on.

HON. MR. ROEBUCK: So the old road was not of very much value.

HON. MR. HENRY: Q. It was a travelled road for a number of years and motor cars were using it all the time?

A. Yes, but it was a very narrow and winding road.

Q. We all appreciate that in the development of these new territories as little money as possible is spent on the first road. Now, at the close of his examination on the first day when the Attorney-General had charge of you as a witness you mentioned something about a road west of Kenora which you said you estimated would cost \$100,000 per mile?

A. Yes.

Q. Where is that?

A. That is between Kenora and Keewatin.

Q. These two places join, don't they?

A. There is an existing road, but it is not up to trans-Canada standard.

Q. It is a road being built in these two corporations—I do not know

whether they are "corporations" up there— you are projecting another road there. How long would it be?

A. Approximately six miles.

Q. Six miles at an average cost of \$100,000 per mile?

A. Yes.

Q. For what purpose?

A. To complete the trans-Canada Highway in that vicinity, I would say.

THE CHAIRMAN: Q. That is not clear. Mr. Henry said you were projecting it?

A. It is being constructed by the Dominion Government and the Provincial Government as a section of the trans-Canada Highway.

MR. MACAULAY: Q. By contract or day labour?

A. By contract.

Q. Who has the contract?

A. The Assiniboia Engineering Company.

HON. MR. HENRY: There was a resolution passed in the early part of 1932 in the preamble of which appeared this language: "Whereas the road is now completed between Kenora and the Manitoba boundary," and then it goes on to request the completion of the work between Kenora and Fort Frances.

HON. MR. ROEBUCK: Have you got that resolution before you?

HON. MR. HENRY: It is in the evidence or in the exhibits.

HON. MR. ROEBUCK: One of the first rules of evidence when examining a witness on a document is to produce the document.

HON. MR. HENRY: Mr. Attorney-General, we are not following the rules of evidence here, and I am trying to shorten my examination as much as possible.

HON. MR. ROEBUCK: You are cross-examining the witness from your memory of the document and not from the document itself.

THE CHAIRMAN: Who passed the resolution?

HON. MR. HENRY: The Associated Boards of Trade, I think.

HON. MR. HEENAN: The Associated Chambers of Commerce for North-western Ontario. "Completed" meant just "connected."

HON. MR. ROEBUCK: It did not mean "finished."

HON. MR. HENRY: Q. As a matter of fact, the road from Kenora to Winnipeg was opened in 1932, was it not?

A. 1932 or 1933.

Q. And there was a celebration and a monument erected at the border. I suppose my honourable friend the Minister was present at the ceremony.

HON. MR. HEENAN: July, 1932.

HON. MR. HENRY: I recall that I had an invitation to attend, but could not make the trip.

Q. So you have undertaken in the contract with the Assiniboia Engineering & Contracting Company to spend \$600,000 for a road that is completed and open for traffic?

A. The road is open for traffic, but that particular section is a very bad section of road. There are two very dangerous level railway crossings on it, and it is by no means up to trans-Canada standard.

Q. However, there was up to date, according to an answer to a question on the Order Paper that was filed on Monday last, paid by the Minister of Lands and Forests \$483,938.18 on a road that was opened in 1932?

A. Well, west of Keewatin the road had never been completed to trans-Canada standard; it was a third-class road when it was opened in 1932.

Q. There were sections of it that had some sharp curves on it?

A. Very poor visibility, and not up to trans-Canada standard.

Q. There was not as good visibility as there was possibly in the last twenty miles to the Manitoba boundary just prior to 1932?

A. No; it was not the same class of road at all, and certain sections had been opened up by day labour gangs. As I remember, the right-of-way was cleared through partially.

Q. Do you know that the work on that section to which you refer was stopped by the Department?

A. Yes; it had been stopped.

Q. The fact of the matter was that it was stopped on my instructions after my personal survey of the road. A road that was capable of carrying traffic at thirty to thirty-five miles per hour in safety you are now spending \$600,000 for what? Why?

THE CHAIRMAN: It is not right to make those statements, Mr. Henry, because you are not under oath.

HON. MR. HENRY: I agree. I have to ask something, however, in order to elicit an answer.

HON. MR. ROEBUCK: And the witness has never said that the road would cost \$600,000. He said that it is estimated that it would cost \$600,000, and that he obtained that information from the documents which are before the Committee.

HON. MR. HENRY: Q. And if the estimate is not based on any more information than there was apparently under Contract No. 21 it might cost \$1,000,000?

A. No; the road will never cost \$1,000,000.

Q. You hope it will not, but it might?

A. No.

HON. MR. ROEBUCK: That is not a proper question to put to any witness. The moon might be made of green cheese.

HON. MR. HENRY: Mr. Attorney-General, we have here the Deputy Minister of the Department speaking of his own knowledge of conditions in that country, and I think he ought to be allowed to answer questions without your guidance.

THE CHAIRMAN: I do not think it will help the Committee much to answer a hypothetical and speculative question. It would be the rankest kind of a guess.

HON. MR. HENRY: There has been a lot of speculation all the way through the Inquiry; in fact, speculation from the very letting of the contract, and before.

Q. Now, I want you to turn for a moment in the first place to the question of clay and gravel. I think you gave evidence to the Committee that there was continually a demand for more employment on account of the Relief conditions in the whole area?

A. Yes.

Q. How was the clay and gravel handled by the contractor?

A. It was handled mostly by camp labour.

Q. Did they use any shovels?

A. Not to my knowledge, not in the gravel, in any event.

Q. Not in the gravelling nor the clay?

A. I do not think so.

Q. Because he had several shovels?

A. Yes, he was using them in some of the rock cuts. At the time the clay and gravel were put on about 1,400 men were employed on the job.

Q. With regard to the clay, there was not any provision in the specifications for that. Why was that?

A. At the time the contract was let it was not intended to go beyond subgrade with the construction.

Q. You were not going to have a road at all then? Subgrade would not be a road. Could it be used?

A. Subgrade would not be a completed road.

Q. Would it be a usable road?

A. Not in that country. It was the intention that if employment conditions improved it could possibly be left in that state, or—

Q. You have been pressing for the completion of the road for the accommodation of tourist traffic. You could not turn tourist traffic on to a road which is merely subgrade?

A. It could have been completed by the settlers to a stage equal to the existing road after the subgrade was constructed.

Q. Now there was in Grading two items: "Rock and other material." Could you not, with the use of "other material" make a serviceable road?

A. You could make a serviceable road.

Q. But you could have had a road without putting the clay surface on it?

A. No; in that particular country the "other material" would consist of blow sand, which under no consideration would make a surface of any kind.

Q. If the road had been constructed, the grade had been constructed, and surfaced with "other material" it would be quite feasible to make a good road by putting gravel on top of it?

A. No; I do not think so.

Q. If that is so, you had to have the inter-layer of clay on the subgrade before you put the gravel on?

A. Yes, to make a first-class road.

Q. To make a road that the Department could safely allow to be advertised for tourists?

A. Yes.

Q. Then why was not the clay included in the specifications?

A. The road could have been left, after the subgrade was put up, for a year or more before the clay and gravel were put on. At that time the Department did not know what the unemployed conditions would be a year later, and there was no agreement with the Dominion Government to go ahead with the trans-Canada, which latterly developed.

Q. Why, the trans-Canada was contracted and under way going towards completion before this job was let?

A. Yes, but the agreement expired on March 31 of the following year; that is, the amount of work originally contracted for would assure employment for a certain number of men for ten to twelve months.

Q. In your evidence you stated that there was great significance and need for the Fort Frances-Kenora Highway, it was absolutely essential to the opening up of that district.

A. Yes.

Q. Then this contract was not let to give employment, it was let to open a road?

A. It was a mutual project.

HON. MR. ROEBUCK: Both.

HON. MR. HENRY: Q. As far as the road is concerned it had been pressed for, for over ten years?

A. Yes.

Q. And the various Ministers had been working on it during that time?

A. Work had been carried on on the road for a number of years, yes.

Q. Yes, for ten years. (No response.)

THE CHAIRMAN: For the benefit of the Committee may I interrupt?

Q. What depth of clay would be put on the subgrade?

A. It varied, depending on the rock fills and cuts. If the rock fills and cuts were very coarse there would be a foot of clay put on.

HON. MR. HENRY: Q. I do not remember what you said in regard to the necessity for clay on top of "other material." Could you not have made a good road in certain sections of this area by putting gravel on the top of the "other material"?

A. No, because nearly all the rock cuts were practically one hundred per cent rock with a very little over-layer of earth, and when the material was dumped in the rock fills it left them still practically rock fills.

Q. But there might have been on this forty miles sections where "other material" was sufficiently prepared for the gravel?

A. No, I do not think so.

THE CHAIRMAN: What do you mean by "other material"?

HON. MR. HENRY: Other than rock. That is the term used.

THE CHAIRMAN: What would it be?

HON. MR. HENRY: Loose stone and sand and gravel.

Q. How do the grades on this road compare with those on the trans-Canada?

A. That is the grade line of the road?

Q. The gradient perhaps is a better term?

A. The visibility is the governing factor of the grade, having regard to the type of country you are going through.

Q. Visibility has nothing to do with the actual grade of the road?

A. Oh, yes; the length of sight.

Q. What is the highest grade you have on the road?

A. I think ten per cent is the highest.

Q. You have a ten per cent grade on it?

A. Yes.

THE CHAIRMAN: Q. Ten feet in one hundred feet?

A. Yes, a rise or fall of ten feet in one hundred feet.

HON. MR. HENRY: Q. What is the gradient on the trans-Canada?

A. My understanding of trans-Canada standards is that they have a maximum five per cent grade and five hundred feet clear visibility.

Q. That deals with passing over a summit?

A. Yes.

Q. They give you clear visibility at all times for a certain distance in our own Highways Department. Then as to alignment?

A. A Twelve degree curve is the maximum on the Kenora-Fort Frances Highway.

Q. What is it on the trans-Canada?

A. That I could only say off-hand; I think it calls for five per cent, although in a great many cases on both roads it is not lived up to. That is, the cost of construction would become excessive to hold absolutely to a standard grade like that.

Q. Is there a clearer term than a twelve-degree curve? What about the term "radius"?

A. Yes, the radius of a curve governs the degree of the curve.

Q. What is the radius of a twelve-degree curve?

A. I would have to have a field book to look that up; I do not remember off-hand.

Q. That is the term which the laymen usually employ when speaking of the flatness of the curve. So the trans-Canada is designed to have better alignment than this road between Fort Frances and Kenora?

A. No. The standards set for the trans-Canada were possibly higher, but I do not think they were over absolutely lived up to.

Q. Then as to alignment, how do they compare? (No response.)

THE CHAIRMAN: Do you mean variation from the straight line?

HON. MR. HENRY: Yes.

WITNESS: Do you mean taking the trans-Canada as a whole?

HON. MR. HENRY: Q. The trans-Canada in the Kenora district?

A. The alignment would be much the same, I would say.

Q. Then you were to bring us a chart worked out on the bids accepted and the quantities shown in the last Progress Estimates of the Department on the job?

A. (Witness produces chart.)

THE CHAIRMAN: Do you want to put that chart in as an exhibit, Mr. Henry?

HON. MR. HENRY: Exhibits do not altogether get into the record, do they?

THE CHAIRMAN: No; it would be difficult to put that type of exhibit on the record.

HON. MR. HENRY: Q. For the Dufferin Paving Company you have \$1,287,780.09?

A. Yes.

Q. And under Dufferin Paving Company, Johnson Bros., Limited and Angus & Taylor you have percentages: 100, 94.4 and 95.3?

A. Yes.

Q. What do those mean?

A. Percentages. This is slightly under.

Q. The Dufferin Paving Company figure is \$1,287,780.09.

THE CHAIRMAN: What is that?

HON. MR. HENRY: That is the summing up of the quantities in the tender and the material handled.

THE CHAIRMAN: Does that include the additions?

HON. MR. HENRY: Yes.

Q. It does not include the gravel or clay?

A. No, just the original items tendered on.

Q. The \$1,287,780.09 is the summing up of the quantities handled and the bids and the unit prices given by the tenderer? (No response.)

THE CHAIRMAN: Q. Plus the quantities handled on the extensions?

A. Yes.

HON. MR. HENRY: Q. So that the Dufferin Paving Company has this amount, and it is placed at 100% for the sake of comparison, and the Johnson Bros., Limited has \$1,215,554.39 or a percentage of 94.4%.

A. Yes.

Q. And the Angus & Taylor item is \$1,228,289.30, which is 95.3% of the Dufferin Paving Company figure. In other words, the Johnson Bros. Limited figures work out to a lower cost of \$72,225.70 and the Angus & Taylor figures work out at \$59,490.79. The others are worked out, but they are in excess of the Dufferin Paving Company bid?

A. Yes.

Q. So that in so far as these figures given by the different tenderers and the experience of the Department in the actual amount of material handled are concerned, there is a lower cost with Johnson Bros. of \$72,000 odd and with Angus & Taylor of \$59,000 odd?

A. That would be the condition to-day, yes.

Q. That would be the experience of the Department, and you would have saved \$72,000 if you had let the job to Johnson Bros.?

A. If we had known that these quantities would work out in that manner, yes.

Q. So when you figured on the contracts you had not sufficient information to say which was the lower bid?

A. Yes, this is quite a common occurrence in the final summing up of any contract.

Q. In actual fact Johnson Bros. bid was lower than the Dufferin Paving Company bid?

A. No; Johnson Bros. tender was a higher tender.

Q. How do you know?

A. His tender as submitted showed it.

Q. That is all in relation to estimated quantities, and when they were wrong you didn't know where you were?

A. It is impossible to get these figures until the work is absolutely done. We do not know what they will encounter in the cuts and the excavation. The engineer walks over the ground and there may be earth on top and rock underneath. If the engineer knew absolutely what was in the cuts before the work was started the tenders could be drawn up in this form in the first place, but he must guess at the quality of material that is going to be encountered.

Q. Is that the way the railways do?

A. Yes.

Q. They just guess?

A. It is impossible to do anything else.

Q. Unless you examine the territory?

A. It is examined by the engineer at the time of the location, to the best of his ability.

Q. If there was "other material" on the surface he could find out the depth of it without difficulty?

A. I would not say that.

Q. Why not?

A. How could he?

Q. He could test it with rods and ascertain if there was rock underneath?

A. It is not a common practice to do that. The common practice is for the engineer to try to estimate to the best of his ability what most likely will be encountered in the cuts.

MR. MARCEAU: Q. I suppose if it were possible to ascertain definitely the actual amount of the different quantities that would be necessary to get a unit price you would let the contract as a bulk contract and you would not be bothered with all these measurements?

A. Well, it would not be necessary then even to differentiate between solid rock and "other material," if you knew the exact quantity of solid rock.

Q. One fellow might make a bid of \$1,200,000 and the other fellow might bid \$1,300,000 for the forty miles of road, but the contractor would take the benefit of the doubt, and the chances are that he would charge ten per cent more? (No response.)

HON. MR. HENRY: Q. Here were two bids, Mr. Campbell, the Dufferin Paving Company bid and the Johnson Bros. bid, and the difference was less than \$10,000 in the items worked out on the estimated quantities, and there are roughly three items in the bid that would likely influence the cost more than anything else, because the others are all small, is not that so?

A. Four or five items.

Q. What are the items that would likely have governed the letting of the contract?

A. Solid rock and excavation, loose rock and excavation, muskeg, and other material and overhaul.

Q. The three major items are rock, other material and overhaul?

A. No, loose rock and muskeg are quite governing.

Q. What is the total amount in the Dufferin Paving bid for muskeg?

A. In quantity?

Q. In the actual figures worked out?

A. In dollars and cents?

Q. Yes?

A. For muskeg?

Q. Yes?

A. \$18,233.40.

Q. And for loose rock?

A. \$62,356.

Q. And for other material?

A. \$50,248.88.

Q. And for rock?

A. \$880,308.

Q. And overhaul?

A. \$157,030.30.

Q. Let me put the question in another way: The governing quantities in this contract are the rock and the overhaul?

A. What do you mean by the governing quantities?

Q. They are apt to vary the price more than anything else because of their quantities, the rock and overhaul?

A. To change the cost of a job?

Q. Yes, to change the cost of a job?

A. Yes.

Q. What was the Dufferin Paving Company's bid on rock?

A. \$1.90 per cubic yard.

Q. And Johnson Bros. bid?

A. \$1.95 per cubic yard.

Q. So they were close together?

A. Yes, they are close together.

Q. What was the Dufferin Paving Company's bid on overhaul?

A. Ten cents per cubic yard.

Q. And Johnson Bros. bid?

A. Two cents per cubic yard.

Q. Just one-fifth or twenty per cent of the other?

A. Yes, one-fifth.

Q. So that if the quantity of overhaul increased over the estimates it was apt to overtake the difference of five cents in the rock?

A. That depended on the "other material," the muskeg and the loose rock.

Q. Keep to the two items?

A. On those two quantities?

Q. The two items in the bids, the variation is apt to change the standing of the two concerns in the bidding?

A. Yes.

Q. And actually did in the end, if they had been worked out. If you had known that you were going to have 1,600,000 cubic yards of overhaul or something like that instead of 600,000 cubic yards it would have shifted the lowest bidder?

A. Yes.

Q. The lowest bidder, as you estimated, to another contractor?

A. Yes.

Q. So you were not able on the figures you had before you to know who was the lowest bidder?

MR. SCHWENGER: Are you not confusing the word "bidder" with the actual work performed?

HON. MR. HENRY: I am thinking of it in the light of experience.

HON. MR. ROEBUCK: Q. You did not employ a prophet on your staff in the Department?

A. No. The figures we submitted to each contractor were exactly the same. At that time we didn't know that the quantities would work out in that manner.

HON. MR. HENRY: Q. It would have been an advantage if you could have foreseen it?

A. Yes, if we could have foreseen it.

MR. COLTER: Q. What would you have to do in order to get the exact figures?

A. You would have to do the work.

Q. You could take a cross-section of every foot of this road, I suppose?

A. But you do not know what is under the surface.

Q. You could, by sinking test holes every few feet of the road get the figures accurately, but that is the only way?

A. Even with test holes you could not get them exact.

Q. If you could not get them exact what would happen if you let the tender for quantities?

A. The same would work out in varying degrees.

THE CHAIRMAN: Q. Would it be an expensive operation to have test holes every foot of the road?

A. Yes, very expensive.

HON. MR. ROEBUCK: Q. Is it ever done?

A. Not to my knowledge.

MR. COLTER: Q. And if you did not get the quantities right you would be up against lawsuits, would you not?

HON. MR. HENRY: The Department never undertakes to give actual figures as to quantities.

MR. COLTER: That is what you are asking him to do.

HON. MR. HENRY: No. I am asking him why he did not have more information for the Department. I am not thinking of the contractors.

Q. How do you explain that your estimate of 600,000 cubic yards of overhaul is exceeded by, as you stated to the Attorney-General, 150 per cent,—it is actually more than that?

A. On that particular job there were some bad holes developed in the muskeg which increased the ordinary amount of haul that there would have been on the job. One hole was 90 feet deep. If those holes had not developed the cut would have made the fill, but with the holes developing it was necessary to haul the material.

THE CHAIRMAN: Q. And had that not developed have you figured out whether or not the Dufferin Paving Company's bid would have been lower in the actual working out of the contract?

A. That would be the figure on the original tender, practically.

Q. Which was lower?

A. Yes.

HON. MR. ROEBUCK: Q. That is to say, if those sink holes had not developed the figures on the original contract would have remained throughout and prevailed until the end?

A. Not definitely, but they would have been much closer.

Q. That was the major variation?

A. And the extensions.

HON. MR. HENRY: Q. Have you estimated the yardage that would have to go into these sink holes that you could not anticipate?

A. No.

Q. It might have been 100,000 yards, speaking now of overhaul yards. or it might not have been any more, although there is a difference of nearly 1,000,000 yards? (No response.)

BY HON. MR. ROEBUCK:

Q. Mr. Campbell, has an occasion occurred previously where the lower tenderer had the contract let to him and it has been proven later on by actual calculation of the quantities that someone who was not considered to be the lower tenderer would in fact have done the job at a cheaper price?

A. Yes.

Q. When the Department was run, for instance, with a perfect man at the head of it, would that perhaps take place? (No response.)

Q. I mean if Mr. Henry was the Minister, for instance, would there be occasions where the same thing would occur?

HON. MR. HENRY: How could he answer that question, Mr. Attorney-General?

HON. MR. ROEBUCK: He has the records, and I will bring them out in a minute.

WITNESS: I think in at least fifty per cent of the contracts let that would be the final analysis.

HON. MR. ROEBUCK: Q. That surely would not apply when Mr. Henry was Minister?

A. I do not know whether Mr. Henry was Minister.

Q. Might that occur when anybody was Minister?

A. Yes, it might occur.

Q. Have you any prophets in your Department?

MR. COLTER: Profits?

HON. MR. ROEBUCK: No, prophets.

Q. Do you hire prophets up there?

A. No.

Q. You have not got prophets on your staff?

A. No.

Q. And other than taking soundings with test pits every few feet the only method you have of ascertaining what is underneath the surface is by what shows on the surface?

A. Yes, that is standard practice.

Q. And, of course, if the underground proves to be somewhat different from the surface it may make a change in the quantities of the respective materials that constitute the country, such as rock, clay, gravel and muskeg?

A. Yes.

Q. Had you any reason to expect when this tender was let that the actual quantities would be different from the estimates given in the tender form?

A. Yes, it specifically states in the information to the contractors that the Department does not guarantee the quantities.

Q. That is true, but had you at the time the contract was let any reason to suppose that the actual quantities would be greater or lower than those shown in the estimate?

A. No.

Q. That was the best information available at that time to your Department?

A. Yes.

Q. In addition to that the information you had was given to the contractors themselves?

A. Yes, we gave the contractors all possible information.

Q. By whom was that information obtained?

A. By the Departmental engineers.

Q. Was that information gained over a considerable period of time? When did it start? When did the investigation of this road start?

A. The survey started prior —

HON. MR. ROEBUCK: Mr. Chairman, it is now three o'clock. I arranged that I would go on with the Statute Law Amendment Act at three o'clock.

THE CHAIRMAN: How long will it take you to conclude your examination of this witness, Mr. Roebuck?

HON. MR. ROEBUCK: Not very long.

MR. MACAULAY: Could Mr. Roebuck send notice to the Speaker not to start until we get up there?

MR. COLTER: It is not usual to delay the House.

HON. MR. ROEBUCK: Perhaps you could send word to the Speaker as Chairman of the Committee.

THE CHAIRMAN: Mr. Fulford, kindly ask the Prime Minister and the Speaker if they will be good enough to wait for twenty minutes.

HON. MR. ROEBUCK: Q. I was asking when the information was obtained? Do you know when it commenced?

A. The survey from which this information was obtained was started two or three months before the contract was let.

Q. Were the engineers who obtained that knowledge engineers who were in the employ of the Department for some considerable time prior to that date?

A. Yes, two separate survey parties were working on it, and they were from the Kenora district, employed in the Kenora district at the time the surveys were started.

Q. And they had been employed up there for a considerable period prior to June, 1934?

A. Yes.

Q. And Mr. Tackaberry, who had charge of the matter, had been in the employ of the Department for years?

A. Yes.

Q. Mr. Henry has asked you about your own qualifications, and you told him that you had done most of your work in connection with railways. Is there any difference in the matter of excavation for a railway than for a road or highway?

A. Not of this type; the work is very similar in character.

Q. And in making cut and fill the same problem is presented in building a road as in building a railway?

A. Yes.

Q. And when you are top dressing and that sort of thing, are the same problems involved in building a road as in building a railway?

A. No. The procedure for top dressing the road is pretty well standard construction practice, I should say.

Q. But so far as the basic principles are concerned, do they not run through both types of construction?

A. The basic principles are pretty much the same on both types of work.

HON. MR. HENRY: Q. But in the construction of a road it is not necessary to get to the exact grade as is the case in building a railway?

A. No, not to the exact grade.

HON. MR. ROEBUCK: Q. That is to say, your engineering in building a railway must be more perfect than in building an ordinary road?

HON. MR. HENRY: Not necessarily.

HON. MR. ROEBUCK: We will have the answer to that question. You never built a railway, Mr. Henry.

Q. What is your answer?

A. The grades must be closer to the actual gradient.

Q. So you must have more exact engineering in building a railway than in building an ordinary road?

A. Well, an engineer tries to perform his work with the same exactitude in all classes of construction, I would say.

THE CHAIRMAN: Q. But you have to refine it more in building a railway?

A. Yes.

HON. MR. ROEBUCK: Q. And the penalty for errors is greater?

A. The engineer would use more leeway in the final grade line of a highway than he would of a railway. The balancing of his quantities would affect his staking out of the road more than keeping it to an absolutely specific grade line.

Q. Mr. Henry has spoken of the field men in the Department. Were they all competent for the work you asked them to do?

A. Yes, in my opinion they were.

Q. And the results of this road do not lead you to change your opinion with regard to the staff that was employed?

A. No.

HON. MR. HENRY: Q. Experience in construction of roads would be of value in any engineer?

A. I do not think so, on that class of work. At the present time we are finding it difficult to get engineers with grading experience of any kind.

Q. But an engineer who had had highway experience in all its lines, including grading, should be able to produce better results than one who had not had such experience?

A. Not in that class of road.

THE CHAIRMAN: I do not think the witness and the question are *ad idem*. I understand the witness to say that if one man had twenty years' experience in building railways and possessed intelligence equal to the man who had spent twenty years in building highways, the one experience would be as good as the other.

Q. What do you say?

A. On that class of work. If it were on paved road I would certainly ask for an engineer with experience on paving.

HON. MR. ROEBUCK: Q. This is the statement Mr. Henry examined you upon with regard to the working out of the various quantities on the Kenora-Fort Frances road?

A. Yes.

Q. Mr. Henry has pointed out two small variations of \$72,225.70 in Johnson Bros. Limited as compared with the actual expenditure of \$1,215,554. Do you consider that a large percentage of variation?

A. No, that is in my opinion comparatively small.

Q. Fairly close estimating?

A. Yes.

Q. And with regard to Angus & Taylor, which is still less, the estimate would be pretty good?

A. Yes.

Q. But I notice you have not worked out the percentages of all the rest of the contractors, and there are four more?

A. No.

Q. Why?

A. Because they were higher.

Q. Much higher?

A. In some cases; higher than the others were.

MR. FULFORD: Mr. Attorney-General, the Speaker says he will allow you ten minutes.

HON. MR. ROEBUCK: Thank you.

THE CHAIRMAN: I think that statement should be filed.

HON. MR. ROEBUCK: Yes.

EXHIBIT No. 22: Statement headed: "Contract No. 21—Kenora-Fort Frances Road: Comparative Figures to February 20, 1936.

HON. MR. ROEBUCK: Q. Explain this statement entitled "Contract No. 6 Port Arthur—Hewitson Construction Co., Ltd., Contractor: Comparative Figures as at March 31, 1935?" (No response.)

Q. By way of explanation, I presume these are the quantities on the left side of the statement?

A. Yes.

Q. And the figures which are to the right of them are the working out by unit price?

A. Yes.

Q. And what do you find?

A. The Hewitson Construction Company received \$337,088.01; that is the lowest bidder. The Campbell Construction Company, the second highest bidder, would have received \$328,883.34.

Q. So the second highest bidder was in fact lower?

A. Yes. The Dominion Construction Corporation, the third highest bidder, would have received \$324,026.59.

Q. So the second high man was also low in the work-out?

A. Yes.

Q. Next?

A. The fourth highest bidder, the Ruby Construction Company Limited, would have received 384,536.42. That is slightly higher.

MR. SCHWENGER: In what year was that contract let?

HON. MR. ROEBUCK: These are the comparative figures as at March 31, 1935.

Q. When was that contract let?

A. In the spring of 1934.

EXHIBIT No. 23: Statement headed: "Contract No. 6—Port Arthur Hewitson Construction Co., Ltd., Contractor: Comparative Figures as at March 31, 1935.

Q. Then I have a statement entitled: "Contract No. 5 Port Arthur—Ruby Construction Co., Ltd.—Comparative Figures as at March 31, 1935." Once again the items of quantities are at the left of the page and then come the unit prices and then the extensions of the unit prices. Do you mind telling me about it?

A. The Ruby Construction Company, as the successful bidder, received \$279,484.86; The next highest bidder was the Campbell Construction Company, who would have received \$264,832.46.

Q. About \$15,000 better than the lowest bidder?

A. Yes.

Q. Proceed?

A. The Dominion Construction Corporation, the third highest bidder, would have received \$289,364.64;. The Hewitson Construction Company, the fourth highest bidder, would have received \$323,127.86.

Q. So in that case the second highest bidder would have been the lowest performer?

A. Yes.

THE CHAIRMAN: Is that correct?

HON. MR. ROEBUCK: The second highest bidder would have got the least.

MR. SCHWENGER: What is the date?

HON. MR. ROEBUCK: Q. What is the date?

A. March 31, 1935.

Q. But when was the contract let?

A. In the spring of 1934.

Q. That was also under the previous Administration?

A. Yes.

EXHIBIT No. 24: Statement headed: "Contract No. 5 Port Arthur—Ruby Construction Co., Ltd.—Comparative Figures as at March 31/35."

Q. Then I have a statement (Ex. 25) entitled "Contract No. 16—Sudbury-Coniston Road—1924; McNamara Construction Company, Ltd., Contractors." Explain that statement, please?

A. The lowest bidder, the McNamara Construction Company, received \$384,736.24. The Federal Construction Company, the second highest bidder, would have received \$334,770.08.

Q. That is nearly \$50,000 of a difference, on a little contract of \$334,000?

A. Then the Lumsden Engineering & Transport Company, the third highest bidder, would have received \$361,566.22.

Q. That is \$23,000 of a difference?

A. The fourth highest bidder, McDonald Bros., would have received \$356,411.95.

Q. About \$28,000 odd of a difference. That is to say, all three of the bidders who were turned down would in fact have performed the contract at a lower rate than did the low bidder?

A. Yes, on perfect information, had it been available.

Q. In the light of experience all the high bidders were in fact low bidders?

A. Yes.

THE CHAIRMAN: As it worked out?

A. Yes.

HON. MR. ROEBUCK: Q. Must that necessarily be the case upon odd occasions? (No response.)

Q. There is nothing you can do to avoid things working out in that way?

A. No, nothing can be done to avoid it.

Q. And the method of letting the contract to the lowest tenderer on the unit prices of the estimated quantities is the common practice of this Department in the past?

A. Yes.

Q. And of all other similar Departments of Government?

A. So far as I know.

Q. And of the C.P.R.?

A. Yes.

Q. Mr. Henry examined you in connection with the building of the Kenora-Fort Frances Road and suggested to you that a tourist, after the Fort William-Kenora road had been built, might have got to the trans-Canada Highway in that way. Would you mind telling me if the tourist was at Fort Frances how far he would have to travel to get to Kenora had he gone via Fort William?

A. 300 miles from Fort William to Kenora. It would be somewhere in the same neighbourhood from Fort Frances to Fort William.

Q. That is to say he would have travelled roughly 600 miles?

A. Yes.

Q. And if he is travelling from Fort Frances to Kenora how far does he go via the new road?

A. 128 miles.

Q. He would save approximately 500 miles by the building of that road?

A. Yes.

Q. Now, if the tourist was at Fort Frances and wished to get to Kenora and went via the Winnipeg route, how far would he travel?

A. From Fort Frances to Kenora via Winnipeg would be in the neighbourhood of 350 miles.

Q. And by the building of that road he saves on that trip somewhere about 200 miles odd?

A. Yes.

Q. More than 200 miles?

A. Yes.

Q. Under those circumstances do you think the building of the road from Fort Frances to Kenora is justified?

A. Yes, I think the road is justified.

MR. COLTER: They have to go through the United States in both instances.

HON. MR. ROEBUCK: Q. In the round trips I have mentioned that is so?

A. Yes, you would have to go from Fort Frances to Fort William via United States, and from Fort Frances to Winnipeg via the United States.

HON. MR. ROEBUCK: That is all.

· BY HON. MR. HENRY:

Q. You cannot get away from this overhaul?

(No response.)

Q. What was the average outside of the Dufferin Paving Company bid on overhaul by the other bidders?

(No response.)

Q. What were the bids? Give the actual bids?

THE CHAIRMAN: In order to save time may I point out that that information is already of record.

WITNESS: Johnson Bros., two cents; Angus & Taylor, five cents; Assiniboia Engineering & Construction Company, three cents; Hewitson Construction Company, one and a half cents; Chambers, McQuigge & McCaffrey, three cents; James M. Davis Construction Company, whose bid was not considered, one cent.

HON. MR. HENRY: Q. All the other bids were materially lower, some one and a half cents as compared to ten or fifteen cents in the bid that was finally accepted. Would you not call that an unbalanced bid?

A. Well, working under the conditions the contractor was compelled to work under, it is hazardous to say the least; he was compelled to use men not accustomed to that class of work, unemployed men in the district.

Q. How does that enter into the overhaul?

A. It enters into the whole job.

Q. But keep to the overhaul?

A. Some of the overhaul may possibly have been done with wheelbarrows.

Q. How much was done with wheelbarrows, would there be one per cent?

A. It is not the amount that was actually done; it was the method that the contractor would figure on carrying on the work by. Not only wheelbarrows, but narrow gauge track and push-barrows or dump carts.

Q. That is said to be fairly cheap transportation. Now, from your knowledge of this job is it not the fact that the overhaul was estimated for moving the material over 300 feet, which was within the unit bid and was mostly done by trucks and teams?

(No response.)

MR. COLTER: Do you know?

HON. MR. HENRY: I am asking him.

Q. What do you say?

A. I would not know that definitely; that is, I was not on the job.

Q. But you would be very much surprised if it were not so?

(No response.)

THE CHAIRMAN: His surprises will not help us much.

HON. MR. HENRY: I just want to get on the record the fact that here is a bid with ten cents for overhaul where the average was somewhere about two cents or two and a half cents.

MR. COLTER: The average bid?

HON. MR. HENRY: The average bid was about one and a half to three cents.

MR. MARCEAU: Five cents.

WITNESS: He is much lower in his bid on other items.

HON. MR. HENRY: The other items are not the governing factor.

THE CHAIRMAN: Will not that be argument for the hustings?

HON. MR. ROEBUCK: Yes. The other contractors had the same opportunity to bid high on overhaul and low on something else.

THE CHAIRMAN: The witness may retire.

Witness withdrew.

THE CHAIRMAN: Gentlemen, this is the last meeting of the Committee. I want to thank counsel and all Members for their splendid co-operation.

A motion was put that the Chairman and Secretary bring in a report, and possibly that will be done tomorrow.

HON. MR. ROEBUCK: Are we going to receive a report from the Committee?

THE CHAIRMAN: We will have it ready and bring it in to-morrow.

The Committee rose at 3.23 o'clock p.m.



APPENDIX No. 2

Report and Minutes of the Meetings of the Committee
on Fish and Game

Session of 1936

1917

Report of the

No. 2

Report of the Standing Committee on Fish and Game 1936

SESSION OF 1936

To the Honourable the Legislative Assembly of the Province of Ontario:

GENTLEMEN:

The Standing Committee on Fish and Game begs leave to present to the House the Minutes of their meetings during the current Session and recommends that they be printed as an Appendix to the Journals of the House.

W. L. MILLER,
Chairman.

Committee Room,
Wednesday, April 1st, 1936.

Minutes of the Meetings of the Standing Committee on Fish and Game

FIRST MEETING

Wednesday, March 18th, 1936.

The Meeting was held for organization purposes, the following members of the Committee being present:

Messrs. Acres, Armstrong, Baker, Blakelock, Bowerman, Brownridge, Campbell, Colter, Craig, Croome, Des Rosiers, Dickson, Duncan, Fulford, Gordon, Guthrie, Hill, Houck, Hunter, Kelly, Kirby, Lancaster, Lapierre, Miller, Murray, Macfie, McVicar, Newman, Nixon (Brant), Nixon (Temiskaming), Patterson, Roberts, Sangster, Schwenger, Wigle.

Mr. W. L. Miller—on the nomination of the Honourable Mr. Nixon, seconded by Mr. ————— was elected Chairman of the Committee.

The Chairman thanked the Committee and complimented the Minister and the Deputy Minister on their excellent work and sympathetic administration. The two men, he said, were ideal administrators of the Game and Fisheries Department. The Minister, as a hunter and a fisherman in his own right, had the right outlook on departmental matters.

The Honourable Mr. Nixon said he had every confidence in the work and background of his Deputy Minister, Mr. D. J. Taylor. Mr. Taylor, he said, when a private member of the Legislature had been always very interested in the administration of the Game and Fisheries Department and in the Fish and Game Committee. He was up to the minute in Game and Fisheries administration and his personal interest in all matters touching that administration was well known.

The presence of the members indicated their interest in Game and Fisheries. The Department did not have any heavy programme to bring down. He had never been one who favoured continual tinkering with the law of the Province. There were one or two changes pending, and he knew that a couple of members had amendments which they would present to the House.

The Fish and Game Committee was probably closest of the committees to administration. The Committee, he felt, would prefer to work in that direction rather than to greatly change the law. He had found no great demand for any fundamental change in the Ontario legislation.

The Province could be proud of its hunting and fishing. Good game and

sport in New York and Ohio was often heard of, but these states proved Ontario's excellence by sending in thousands of tourists.

The Minister said he believed there were more fish hatcheries and rearing ponds in Ontario than in all the rest of the Provinces, and more than in any single state of the United States.

A very fine hatchery had been built at Chatsworth. This year, he hoped, the department would build a hatchery in the North Bay area which was ideal for tourists and game fishing. A hatchery in North Bay, Mr. Nixon said, would in his opinion be a step forward and probably the next step forward in the north.

The Minister said the Department was trying to get away from the distribution of very small fry. Erection of rearing ponds was coupled with the idea that fingerlings would be raised to a fair size before distribution.

There had been some disappointments. Thirty thousand trout had been placed in a rearing pond in Chatsworth. The manser ducks had come down and got the little fellows when they gathered together for food. The Committee had done something to fight that menace last year and anything more that could be done would be valuable.

The Minister suggested that the Committee should hear Mr. Taylor. Mr. Miller again stated that the active part Mr. Taylor had formerly taken as a Fish and Game Committee member showed his ability.

Mr. Taylor said long association with the Minister had taught him to recognize the Minister's good judgment and to rely on it. He felt the Minister's fairness was recognized by the general public.

The Game and Fisheries Department was a peculiar department in that everyone who hunted or fished deemed themselves qualified to express an opinion on just how everything is carried on.

The Deputy Minister said he thought the policy of annually setting a muskrat season south of the French River was wrong. It was hard to imagine the grief encountered by the Department when it tried to figure out dates for trapping and then was out-guessed by Nature.

In the previous week, a few spring days had brought letters and wires pouring in asking for a muskrat season. The Department had laboured at length to rush through changes in the orders—and then it snowed.

The Deputy Minister said he did think that since they had no control over climatic conditions, the various open seasons should be set by legislation with everybody taking their chances from year to year.

The North Bay region saw a few changes last year in the big game season dates. The changes had been made on the recommendations of representative citizens but had not proved entirely satisfactory. He might recommend to

the Minister that the whole thing be made permanent. Manitoulin was another place which wanted to be sometimes north and sometimes south.

Ontario gets the lion's share of the Canadian tourist business, Mr. Taylor said. Agriculture was benefited by the sale of the beef, butter, eggs, and products which were consumed by tourists. Here was a market for agricultural products which was duty-free and cost no transport. And the Deputy Minister believed seventy-five per cent. of the tourist trade was attracted to the Province by Game and Fisheries and natural scenery.

Big changes in the season law from year to year meant getting into tangles with climatic conditions. The Department couldn't control the climate and such dates would be very well left permanent.

The Deputy Minister mentioned the bill sponsored by Mr. MacFie, M.P.P., which would make it compulsory for sportsmen and shooters in Middlesex County to get permission of landowners before shooting over their land. The Deputy Minister said he could see that the bill would mean considerable trouble for certain sportsmen but the counties surrounding the Province's large urban centres were entitled to a little more protection from so-called sportsmen. Ninety per cent. or more were good sports but there was the small minority who were not.

The Deputy Minister didn't think it would be advisable to extend the law over a very large territory for a while. He would prefer to see it confined to the counties which were troubled the most because they were near to the large centres. If it proved successful it probably would be extended over older Ontario.

He pointed out the trouble in the law—a man might go to Middlesex and locate a nice place for hunting and go to the trouble of finding he couldn't get permission. If that happened twice in an afternoon, his hunting was over for the day. He noted the bill did not apply in mid-winter to jackrabbits.

Mr. Taylor asked about the Committee plans to hear the representations made to the Committee annually by Game and Fish Associations.

The Honourable Mr. Nixon moved that notice be sent to hunting and fishing associations to meet with the Committee on Thursday and Friday.

Mr. Newman, M.P.P., said that the problem of water levels in the Trent Waterway required Federal-Provincial co-operation. If Mr. Taylor could do something towards preserving the levels, it would be a great aid to game and particularly to muskrats. Mr. Newman said he was not going to ask for more fish in the Trent Valley tributaries until the levels were protected. The present levels didn't protect the spawn.

Mr. Lancaster, M.P.P., said the crux of the trouble was the Federal control of the waterways in connection with Hydro. But he thought there had been some improvement in the last few years. Mr. Lancaster suggested the Committee should have a conference with Mr. Killaly, Hydro engineer. Taking over

of the Trent Canal might solve the situation and once the situation was solved it would do more to bring back fishing in the Kawartha region than anything else.

Mr. Fulford, M.P.P., spoke of the same difficulties in the Rideau system. He said he desired to compliment the Game and Fisheries Department on their action at Charleston Lake in Leeds County. The levels had always been kept high until November but thereafter the salmon trout spawn had been left high and dry. Mr. Fulford said this year the lake levels had been maintained at a constant level and he gave full credit for the job to the work of Mr. Taylor.

Mr. Taylor said the levels on the various dams were a problem of long standing. It lay in the difficulty that Game and Fish had been considered secondary to water control, and in his opinion the levels had sometimes been lowered with undue injustice. A recent conference had been held at Ottawa and Mr. Taylor felt the Department could get somewhere by seeking the co-operation of the people in control of the levels. They should be asked not to pull several logs where the pulling of one log would be sufficient. A word from the Department in Ottawa and from Hydro should provide some improvement and Mr. Taylor thought that although the water levels would have to vary to some degree that improvement could be secured.

Mr. Murray, M.P.P., reported that a fine marsh in Renfrew had been damaged after Hydro erected a dam and had failed to co-operate with the Game and Fisheries Department.

Mr. Nixon (Temiskaming), M.P.P., expressed his thanks for the wonderful support given his area by the Game and Fisheries Department in the last year. A list of the fish going into the northern waters had proved very definitely that work was being done in that area. Mr. Nixon asked if log-booming in the Timagami waters was not detrimental to fishing.

In some instances, Mr. Taylor answered, deposits of bark had been known to ruin spawning. Mr. Lapierre, M.P.P., agreed that he had never known logging not to drive away fish.

Mr. Houck, M.P.P., said there was an American tourist agitation at Niagara for a smaller game license to permit cotton-tail and jack-rabbit shooting—say at \$5. The Game Associations were against it. He asked the Deputy Minister for his opinion.

Mr. Taylor said the Department had received requests for such extensions from Buffalo sportsmen who were big game license purchasers of years' standing and had granted some last fall. Tourist traffic would be aided by the move but local sportsmen feared extinction of the jack-rabbits. It was a matter for the Committee's consideration.

The Honourable Mr. Nixon asked the advice of the Committee on the dog and buck law clauses of the Act. He said that he knew Mr. Craig was opposed to the modified buck law and that he had never been too enthusiastic about it but he felt it should have a trial when the dogs were brought back. Reports said that the deer had come through the winter splendidly. There had been complaints against the buck law. On the other hand, many does were now alive in the north, and would not have been alive otherwise.

The buck law should be maintained, Mr. Lapierre said. There was a feeling in the north that Game was decreasing and it was hard to see how the buck law could be changed without a return to the slaughter of the former years.

Mr. Acres, M.P.P., said he hoped the Government would leave the buck law in force. It was a step in the right direction.

Mr. Craig, M.P.P., said he was more than ever opposed to the buck law. He believed that 13 deer were being shot for every 10 deer brought out under the present law. He believed hunters were leaving 3 or 4 does in the bush for every ten they brought out.

Mr. Armstrong, M.P.P., said he had been opposed to the buck law but after last year's hunting wanted to say he thought it was a fine thing. If a party of two hunters went north they should be given the right to take a dog along for they would take one anyway.

Mr. Lancaster said his riding would like to see an absolute buck law. It must be remembered that the 95 per cent. of the people who were non-hunters didn't want to see the deer killed at all. The member suggested that a modified buck law was not enforceable. The Minister would be well advised to bring in an absolute buck law.

Mr. Hunter, M.P.P., said in India a hunter would not dare to bring in a fawn or doe. An absolute buck law would do more than anything else to preserve game. And there should not be another deer hunt in Grey.

Mr. Croome, M.P.P., said that a live deer was a tourist attraction and that Rainy River didn't want dogs. Mr. Taylor said the Rainy River situation was unusual. A great deal of hunting was done on islands where the dogs had an undue advantage. The Government would consider this.

Mr. Miller said the concensus of opinion in Algoma favoured the continued use of dogs. Not many dogs had been taken hunting last year because propagation of good hunting dogs took time and they could not afford to import hounds. They could not give the dogs a real trial last year.

The shooting of does was a matter of education. Years ago everyone had shot everything in the way of game but the average person was beginning to think a little more about conservation. The gradual education of the people was the best means of promoting conservation.

The Honourable Mr. Nixon said he thought the two Acts would remain on the statute books unamended this year unless slightly changed to give a party of two hunters the right to use dogs.

Mr. Fulford said that in his area a feeling of injustice had disappeared after the issuance of the order banning duck baiting.

The Committee rose at 11.55 a.m.

SECOND MEETING

Thursday, March 26th, 1936.

The Committee met at 10 a.m. for the purpose of giving hearings to representatives of the Game Associations and others. Mr. W. L. Miller, M.P.P., Chairman of the Committee, was in the chair.

The following members were present:

Messrs. Baker, Ballantyne, Black, Bowerman, Brownridge, Campbell, Challies, Colter, Craig, Croome, Fulford, Gardhouse, Gordon, Guthrie, Habel, Hill, Houck, Hunter, Kelly, Kirby, Lapierre, Marceau, Murray, Macfie, Newman Nixon (Brant), Nixon (Temiskaming), Roberts, Robertson, Sangster, Wigle.

Mr. Miller asked the Honourable Mr. Nixon to address the Committee.

The Minister said that the Department wished to keep the Act and enforcement under the Act in harmony with public opinion. When a Department went farther than that or made the enforcement of the law look like personal prosecution the public attitude was not co-operative. Sane, reasonable laws, sanely enforced, much more successfully secured the public's co-operation.

Some objections had been raised in connection with the reorganization of the Department. Some very expensive head offices had been discontinued and in these difficult times the action was, the Minister thought, well-advised. The records showed pretty thorough enforcement. The Minister said that as far as he was in touch with the enforcement situation he could not sense any let-down in enforcement because of the reorganization. The law enforcement machinery of the Department had not been scrapped and eighty-five officers of the Department were enforcing the law besides the Provincial Police and a thousand deputies.

Conservation was being furthered by education. A game warden could be placed in every township and poaching would still go on. If public opinion could be brought to bear on poaching it will check it.

Mr. William Gastle, honorary president of the Ontario Hunters Game Protective Association, then presented the following brief to the Committee:

"March 24th, 1936.

"The following resolutions were approved at the annual meeting of the Ontario Hunters Game Protective Association which was held in the King Edward Hotel on February 12th, 1936. These resolutions will be presented to the Government at the coming session of Parliament:

"1.—Better enforcement of the game laws. More paid wardens be appointed and that deputy wardens be paid a reasonable fee for their services.

"2.—That a fixed period of the school curriculum be devoted to wild life conservation.

"3.—That a button be issued with all hunting and trapping licenses.

"4.—That gun licenses be issued from September 15th to February 15th south of the French and Mattawa Rivers.

"5.—That the use of high-power rifles for hunting small game be prohibited in Southern Ontario.

"6.—That a closed season be declared on all hares and rabbits in Southern Ontario from February 15th to October 1st, and that their sale be prohibited. That the use of the ferret be prohibited.

"7.—That the duck season should open on October 1st and close on December 1st and that the bag limit be 10 per day—100 per season. That this Association is in favour of a continent wide closed season on waterfowl and will endorse any recommendation taken by the International Committee on waterfowl.

"8.—That the feeding of ducks for baiting be prohibited.

"9.—That the Department of Game and Fisheries undertake increased propagation of Hungarian Partridge, Quail and Pheasants.

"10.—We recommend a scientific investigation into the methods by which the wolf may be destroyed.

"11.—That there be a closed season on Muskrats in that section of the Province south of the French and Mattawa rivers.

"12.—We strongly urge that the system of zoning in relation to open seasons be enlarged as we feel that this is necessary in such a large Province.

"13.—That we endorse the recommendations of the Nakina Branch as relating to hunting in Sections A and B.

"14.—That a hunting license be refused to any person for a period of two years who is found guilty of any infraction of the game laws.

"15.—That the return of the questionnaire on the deer hunting license is of vital importance. We suggest that a refund of \$1.00 be made to those hunters who make the necessary return.

"16.—We think it is only just to express to the Government our appreciation of their enactment of the present laws with respect to deer hunting. While there is not a unanimous opinion in favour of the buck law, the majority feel that it should be given a fair trial."

After the tabling of these recommendations the Committee interrupted the hearings to consider Bill No. 91, An Act to amend the Game and Fisheries Act, by Mr. MacFie, M.P.P.

Mr. MacFie, sponsor of the bill, explained that it was no expression of any desire to blacklist real sportsmen. But they were encountering trouble

because of the transgressions of the small minority of offending hunters. The bill was tentative in its limited application to Middlesex.

Mr. Bethune, M.P.P., stated the Wentworth County Council had asked for a law of this kind. That area bordered the City of Hamilton and was not against hunting but wanted some limits in the interests of the good sportsmen as well as the farmers.

Mr. Orville Hughes, present as representative of the Middlesex Game Bird Association, spoke against the bill. He said his association had made a survey and failed to find any farmer complaints. He did not think the farmer was asking for this law.

If it passed, Mr. Hughes said he had no hesitancy in saying that the Department would not sell 1,000 licenses in Middlesex. When the Legislature brought in a law that struck at a man's hobby and dropped revenues—how was the Legislature going to convince the public it was right. The game belonged to the people and as he saw this amendment it gave the farmers direct control of the ground game.

Stock was being shot, some critics said. The rifle belonged in the north country. His association was against the use of a rifle at any time in this part of the Province. The suspension of their licenses would be enough to catch the five per cent. of irresponsible sportsmen. The remaining 95 per cent. respected no-trespassing signs and unless this measure was heavily policed it would do no more good.

Mr. H. W. Hunsberry, honorary president of the Ontario Hunters Game Protective Association, supported Mr. Hughes. He protested that the clause limiting its application to Middlesex County would push the Middlesex hunters into the adjacent counties. The Middlesex bill was a very great move towards conservation because it would practically prohibit hunting. It was to be regretted that the Province had dispensed with gun buttons, for the farmer could then catch up with a hunter who refused his name and address.

Mr. Hunsberry said that no Game and Fisheries Department of any Government had had the confidence of hunters as the present Department did. Some former administrations may have been more theoretical but the hunters were glad to have a friend in the Department who knew what hunting was about.

If the pending bill received assent the revenue would be sharply decreased. The Department's surplus was a wonderful record but some of it should be used for game propagation.

The bill, he hoped, would be killed in Committee. The farmers had been bothered by a few poorly-advised sportsmen but why that minority should dictate to all sportsmen was hard to understand.

Mr. Gastle suggested the Wentworth difficulties were to be blamed on foreigners. He said that within a mile of his house he could hear guns going off in summer. The pheasants were carried out at night. He suggested that the gun should be brought to the license-issuer when a gun license was issued

and that the .22 rifle should not be allowed in the settled areas. There should be sharper scrutiny of both guns and the gun owners.

The Honourable Mr. Nixon said that it was very true that there had been the greatest co-operation between the associations and this co-operation was appreciated by the Department and it would regret any step which endangered it.

Mr. MacFie's bill had served a very useful purpose in bringing to attention the abuses which have occurred. There were many instances in old Ontario where the hunters had seriously abused their rights. Possibly with this warning of the lengths to which the Legislature may go, the Committee might let the matter stand in abeyance for a time—if that was satisfactory to Mr. MacFie.

Mr. MacFie said there was trouble to be amended but if the sportsmen's suggestions for stricter gun licensing could be translated into action it might help to remedy the situation. He was quite content to let the bill stand at the present time.

Mr. Nixon promised Mr. Bethune he would try and secure compensation for cattle which had been shot on a farm in his area.

Mr. Challies, M.P.P., asked if the Minister had said he would get reimbursement for a farmer for a calf.

If this calf was shot and the farmer could take an affidavit that it was shot by hunters, he would do his best to secure reimbursement for him, Mr. Nixon answered. He would certainly see that the man got justice.

Mr. Miller asked if the Committee concurred in the withdrawal of Bill No. 91, and the motion was carried.

Mr. Stuart L. Thompson presented the following brief for the Federation of Ontario Naturalists:

"To the Game and Fish Committee of the Ontario Legislature:

"This deputation from the Federation of Ontario Naturalists appears before you to present again its proposals for the establishment of nature sanctuaries in the Province of Ontario.

"The Federation's views are based on the belief that only through sanctuaries can the problem of the wild life of the Province be solved in a manner satisfactory to the diverse legitimate interests concerned with it.

"The Deputy Minister of Game and Fisheries, if he is correctly reported, expressed the Federation's point of view when he said: 'The Game and Fisheries Department never thought that game and fish belonged to the government. They are the people's. The Department's aim is to try and make conditions better to-day and in the days to come. Not all people take an interest in fishing or angling. Eighty per cent. prefer to observe wild life than to kill it. There is an interest in it greater than sport for ourselves.' With this the Federation agrees, and it is because of this agreement that it again puts before you its representations on sanctuaries.

“Those who compose the Federation believe that the creation of sanctuaries is essential to carrying out the programme implied in the Deputy Minister’s words, and for the following reasons:

“(1) Because, while game and fish and fur are, to a very large extent looked after by legislation in its present state, legislation is only very slightly attentive to other forms of wild life, and is thus neglecting the just claims of that eighty per cent. interested in observing wild life, for many of whom non-game animals are quite as interesting as game. The creation of sanctuaries will recognize the interests of these people on a limited part of our wild life.

“(2) Because, as is now abundantly clear from numerous investigations all over the civilized world, game conservation cannot be separated from wild life conservation as a whole; game animals do not live under natural laws different from those that govern the balance of nature among other animals; and sanctuaries are necessary for the undisturbed investigation of these natural laws as they apply to conditions in Ontario. Until these conditions have been investigated, wild life administration can only be tentative.

“(3) Because sanctuaries are essential if conditions are to be better in the days to come. Crown Game Preserves are good things, and the Federation appreciates the value of the increasing number of these; but they are not sanctuaries, since by definition and purpose they are for the encouragement of game; Provincial Parks are valuable, as members of the Federation know well from their own experiences, but again they are not sanctuaries, for conditions are constantly changing through human interference with either animals or plant life. A *sanctuary* ‘is an area of original vegetation containing all the animal species historically known to have occurred in the area, and thought to be present in sufficient numbers to maintain themselves.’

“Now, it is just this type of area that is fast disappearing under the demands of modern civilization, and at the same time it is on the existence of such areas that in the last analysis a continuance of all wild life depends. An Ontario devoid of such areas could not by any standards be regarded as better than the present. Wild life sanctuaries are a necessary part of a complete programme of preservation; they are natural storehouses, from which a constant supply of animals and plants can flow to the territories beyond their boundaries.

“(4) Because sanctuaries are a permanent financial asset to the Province. Original wilderness, not rotting stumps and stub second growth, attracts visitors, and in proportion to the amount of such areas will the number of visitors be. While the opportunity still exists, sanctuaries safeguarded from commercial exploitation, should be established.

“(5) Because the creation of sanctuaries in suitable places and numbers will reconcile several somewhat divergent interests. The members of the Federation of Ontario Naturalists have no desire to interfere with the pursuits of the hunter, the angler and the trapper; they wish, however, that the other interests, those of the eighty per cent., to receive the same consideration as is now accorded to game, and they urge these interests the more readily as they feel that to satisfy them will at the same time enlarge the possibilities of enjoyment for all who find pleasure outdoors.

"The Federation is not alone in holding these views; it is merely expressing in Ontario a feeling that is spreading fast in all civilized countries; the National Trust in England; the Kruger National Park in South Africa; the Quetico-Superior Council in the U.S.A. and Canada are examples.

"J. C. Merriam, President of the Carnegie Institution of Washington, has said:

'Some of my most careful thinking in recent years has been devoted to the idea that we are entering a period in which human kind, after extended sojourn in the deserts of civilization, begins to look back on primitive nature as something of exceptional value. The elements of surroundings, which at one time seemed to be accepted without appreciation, now show themselves possessed of tremendous values, and we begin anew to make acquaintance with features of special significance to us.'

"Or again:

'It is dawning,' says an article on the recent American Wild Life Conference, 'It is dawning on the American people that wild life environment, industry and agriculture, and the safeguarding of all national wealth, are necessarily bound together in a problem that involves the advance or decline of the Republic.' Change the words 'American' to 'Ontario' and 'Republic' to 'Province' and you will understand the importance the Federation attaches to its proposals for wild life environment. It feels that this question is an integral part of the whole life of the Province.'

"On these grounds the Federation asks this Committee to recommend the appointment of a provisional honorary committee to look further into the proposals, to be composed of members named by, and representing respectively the Department of Game and Fisheries, the Department of Lands and Forests, the Department of Agriculture, the Ontario Angler's Association, the Ontario Hunters' Game Protective Association, the Royal Canadian Institute, the Department of Biology of the University of Toronto, and the Federation of Ontario Naturalists."

Mr. Danis, representing the Cornwall Fish and Game and the Eastern Ontario Game and Fish Protective Association, made the following recommendations:

1. The season for duck-shooting on the rivers and lakes on the Quebec-Ontario boundary should be as in Quebec because Quebec hunters were shooting out the ducks before Ontario hunters could shoot.
2. Shooting of all ducks except black ducks in the St. Lawrence-St. Francis Lake region should be permitted only from sunrise until 1 p.m. to allow afternoon feeding and should be permitted on Sunday.
3. Subsection 3 of section 34 should be amended as it applied to water-line hunters.
4. The shooting of crow should be allowed to license-holders in the summer months. The crow was a terrible enemy of the ducks.

Mr. E. T. Hughes presented the following brief:

"To the Chairman and Members of the Parliamentary Fish and Game Committee of the Province of Ontario.

"Honourable Sirs:

"Believing it to be in the best interests of not only this association but also the citizens of the North (as numbers of our recommendations are backed by the Boards of Trade and other Fish and Game Associations), the Ontario Tourist Trade Association respectfully ask that the following recommendations be made law:

"1. That the open dates for deer and moose hunting in the territory known as Section B be set back to October 15, so as to help avoid the likelihood of hunters being frozen in as has happened frequently in the past where the hunters have to travel by water; and also that it be not changed from year to year as has been done so often in the past.

"2. That the duck season be left as it is as far as Northern Ontario is concerned. We have all too short a time to shoot now when compared with the time they get in Southern Ontario and the United States. As soon as the ducks get their wings they start to move south and a good many of them we see but a very short time.

"3. That the wolf bounty be considerably increased and that the Ontario Government negotiate with the bordering Provinces of Quebec and Manitoba towards the establishment of a uniformly higher fee or the carrying out of some other concerted measures to effectively exterminate this predatory animal. In our opinion the Warden Trapper System, which it is understood has worked out successfully in Minnesota, might advisably be looked into with a view to the possible adoption of a similar plan.

"4. That the game preserve on the North Bay, Temiskaming Highway (as outlined by this association and the North Bay Board of Trade last year) be established this season. This is the last yarding ground of the moose in that district and if not protected they will soon become extinct.

"5. That the buck law established last year in the interest of conservation and propagation be continued this year and same be strengthened to the extent that neither does or fawns be shot; only bucks showing 4 inches or more of horn be the legal kill. This is a recommendation of the majority of sportsmen in Northern Ontario. It will eliminate the excuses to shoot and examine after as was done last season. Why there should be any opposition to such a law cannot be explained except any opposers are not interested in the future supply of deer.

"6. That any contractor, lumberman, prospector, or jobber who may be caught and convicted for using deer and moose meat in their camps be summarily dealt with by the imposition of greater fines and penalties. It is submitted that heretofore they have been treated in too considerate and lenient a manner.

"7. That no resident be permitted to carry a high-power rifle in the woods during the regular open deer and moose season unless he be in possession of the regular deer and moose license.

"That to ensure or to encourage the taking of the required deer or moose license by resident hunters the present license for such game be reduced at least \$1.00 in each case, i.e., from \$6.00 to \$5.00 in the case of Moose and from \$4.00 to \$3.00 or less in the case of Deer."

Mr. Hughes said he had made a survey of the effect of the buck law from Parry Sound to Cochrane and the Lake of the Woods and he estimated that 72 per cent. of the people were in favour of shooting no does or fawns. The Rainy River area was abundant in deer life.

The Honourable Mr. Nixon asked if he had found that does were being left in the woods.

Mr. Hughes said that in Algoma it had been reported that quite a few does were left in the woods but there were only isolated reports of that evil in all the other sections. In any event there was an improvement in the line.

In pushing his resolution calling for enforcement of the law on deer-killing contractors, Mr. Hughes said he knew of a case where a man got away with a \$10 fine and \$10 on the guns.

Mr. Nixon said the Deputy Minister informed him they still held the guns and that he was going to take under advisement the possibilities of appealing the case.

Mr. Nixon asked Mr. Hughes if he felt any special concessions should be given to American property-owners. Mr. Hughes said that no more concessions should be given to them than to Americans brought in for the hunting, but although his organization was not presenting an appeal for a lower non-resident license this year there was an increasing feeling that \$41 was too high.

J. S. Thorne, representing the Durham and Northumberland bodies, asked for a muskrat season extension. Mr. Roy Wayman of Millbrook wished the privilege of selling pheasants. The hunting associations would like to see them distributed in the two counties.

There was a request for more angling license issuers and for more deputy wardens. Pheasants needed restocking and a ban on the taking of raccoons was requested. His bodies did not want a rod license.

Mr. Frank Ireland, Hamilton Angling and Hunting Association, said his association wished to go on record as feeling that the buck law as it read at present was a very just law.

Mr. D. A. Masseur, Waterford, asked that licenses be issued on the recommendation of the local authorities and that the ground-hog license be made interchangeable with the hunting license.

Mr. Taylor stated that in the last year the Department had waived the requirement of signatures on a ground-hog license and that license covered crow.

Mr. Hunter, M.P.P., asked if the Province proposed to subscribe anything to help preserve the duck eggs in Alberta.

Mr. Taylor said that unfortunately Ontario got very few Alberta ducks which generally went to the United States.

The Honourable Mr. Nixon on behalf of the Committee thanked the hunting representatives for appearing at the hearing.

Mr. Hunsberry said the meeting should be congratulated on its harmony.

The Committee adjourned at 12.15 p.m.

THIRD MEETING

Friday, March 27th, 1936

The Committee met at 10 a.m. for the purpose of giving hearings to representatives of the Angling Associations and others. Mr. W. L. Miller, M.P.P., Chairman of the Committee, was in the chair.

The following members were present:

Messrs. Black, Bowerman, Campbell, Challies, Colter, Croome, Duncan, Freeborn, Fulford, Guthrie, Habel, Hill, Houck, Hunter, Kelly, Lapierre, MacFie, McVicar, Newman, Nixon (Brant), Oliver, Trottier, Wigle.

The meeting was opened by Mr. Miller, who told the Angling Representatives that the Committee was ready to hear their suggestions.

Mr. McCarney, Leeds Game and Fish Association representative, put the following suggestion before the Committee:

1. Teaching of Conservation should be carried on in the schools. Arrangements might be made with the Department of Education to place short stories on Conservation in the Primary Readers.
2. Pike, as a game fish, should not be taken in hoop nets in the St. Lawrence River.
3. Pickerel in the St. Lawrence should get game fish protection.
4. The limit on fish leaving the country should be one day's catch.
5. Week-end fishing licenses for tourists should be considered.
6. Breeding places for small and large-mouthed bass are needed.
7. The Department would be well advised to appoint part-time assistant game wardens during the spawning periods.

Mr. McCarney thanked the Game and Fish Department for its co-operation and paid a special tribute to the work of Mr. Fulford, M.P.P. As an added request, he asked if an arrangement could be made with the State of New York to keep the bass season on the St. Lawrence to the same dates as in the rest of the Province.

Mr. Lenover, Kent Anglers Association, thanked Mr. Campbell, M.P.P., for his work in that county. Mr. Lenover asked that roll nets be licensed in the Thames and Sydenham in Kent County for coarse fish only. He said that it was common knowledge in that district that the roll nets are being operated. They were asking for nets six feet in length and four in diameter, for coarse fish—mulletts and suckers. They were not asking for game fish, which do not come up till the water is clear. The 15th of March to the 15th of May are the dates suggested by Mr. Lenover. He said the river topography made dip nets impractical. One of the seines now on the river took as much fish in one draw as 200 roll nets.

To the queries of Mr. D. J. Taylor, Deputy Minister of the Department, Mr. Lenover answered that the Kent men did not want to take pike, and did not want to spear pike. Mr. Taylor said that roll nets were illegal, but that the Department would not object to the taking of coarse fish for personal use if the men would forego spearing.

Mr. Short, president of the Belleville Anglers' Association, made the following suggestions:

1. For a biological survey.
2. For a study of the reasons for the depletion of maskinonge in the Bay of Quinte.
3. For prohibition of gill nets in Mosquito Bay.
4. For prohibition of nets of any kind from April 15th to October 15th in Bay of Quinte waters.

Mr. Taylor stated that the Department did intend to give the Bay of Quinte area a survey, and was considering setting aside some of the Bay of Quinte waters to give that area a chance to get the fish it used to have.

Mr. S. N. Schatz presented the following brief from the Ontario Federation of Anglers:

"1. *Re:* ZONING THE PROVINCE:

"(a) That on account of the wide variation in the geographic, climatic and numerous other factors bearing on the game fish situation, particularly spawning seasons in the various sections of the Province, we ask that the Government make an appropriation to carry out a thorough investigation of these factors, having in mind that zoning the Province is the appropriate method of dealing with the various sections and the problems and conditions applicable to that section or zone.

"(b) Various local associations continue to urge changes in the seasons in their local districts and we believe that by dividing the Province into zones it will be possible to meet or modify these requests from local associations for changes in the closed season relating to the game and semi-game species, especially bass, maskinonge, speckled trout and lake trout.

"Until zoning is accomplished it is recommended that the limit on pike be made five or less per day, and that in the northern part of the Province the closed season for pickerel be extended from May 15th to June 1st.

"2. This Federation stresses that Sections 76 and 77 of the report of the Special Committee of the Game and Fish situation 1928 to 1930 should be carried out and that immediate action be taken in respect to the protection and propagation of maskinonge.

" 'Closure of waters formerly containing maskinonge in abundance and now depleted should be insisted upon if restocking is undertaken, whether by local request or otherwise.

" 'Artificial propagation of maskinonge should be rapidly developed in the southern part of the Province with the especial object of serving the water of the Trent System and providing where necessary for other waters in which maskinonge were formerly abundant or are now locally desired.'

"In order that this matter may be given the proper attention before the maskinonge are more seriously depleted, we earnestly request the immediate appointment of a special biologist to devote his full time to this problem. That until the matter of zoning the Province has been accomplished the season for maskinonge should be closed on the 1st of October, instead of the 15th of October, and the matter of a size limit should be reconsidered.

"We again stress the importance of the establishment of sanctuaries for the protection of maskinonge and bass.

"3. The Federation notes with appreciation the efforts of the Department in investigating cases of pollution and urges that further definite action should be taken to remedy and prevent pollution in lakes and streams affecting game fish.

"4. The Federation compliments the Department upon the appointment of Mr. Macartney, whose educational programme in Conservation matters is of very great importance, and we urge that the teaching of Conservation of our wild life resources should be extended through School Text Books in co-operation with the Department of Education.

"We also wish to commend the Department for its efforts in protecting the game fish resources by the setting aside of more water areas for game fishing protected from commercial fishing. It is gratifying to note that the Department recognizes the value of the Tourist Traffic attracted by our game and fish resources, and that the interests of these dependent upon the tourist trade are receiving consideration.

"5. That all revenue accruing to the Fish and Game Department from both commercial fishing and angling be expended in that Department.

"While some recommendations presented in previous years have not been repeated in this list, it is not to be assumed that they are withdrawn especially those referring to nets and spears.

"We wish also to thank the Honourable Mr. Nixon for interest and co-operation in receiving suggestions, and to congratulate him upon having as Deputy Minister, Mr. Taylor, whose knowledge of the matters involved and his spirit of co-operation have contributed so greatly to the increased efficiency of the Department."

Mr. Taylor said the Department hoped to set aside some areas and leave them absolutely protected for the propagation of maskinonge. They hoped to make more experiments in raising the maskinonge to a larger size. The Deputy Minister said they were now trying to get a lease on an old lake bed area and would seine the pike from two or three small lakes in the area, and try to raise large fry in these natural waters.

Mr. McKay, Department Biologist, gave the Committee a report on the progress of maskinonge propagation in Ontario and adjacent States. He pointed out that in all these areas great difficulty had been encountered. The idea of planting the fry in natural protected waters was very important. The crux of the situation was the food supply, because otherwise the cannibalistically inclined fry would turn on each other.

Mr. Alger, president of the Ontario Federation of Anglers, said the Federation felt its ultimate aim should be a Dominion organization. They came to the Committee in a spirit of helpful co-operation, and felt their organization could stimulate conservation.

Mr. E. L. Hughes lauded the Ontario Anglers' paper, especially as it touched on zoning and said the Committee would be well advised to get into that subject this year. In the North, Mr. Hughes said, the finest co-operation had been received from the Minister and the Department.

Mr. Hughes presented the following brief for the Ontario Tourist Trade Association:

"We respectfully recommend that—

1. Commercial net fishing be prohibited in all inland lakes except where there are sturgeon and white fish and that they be taken only in a limited way as the fish are of far greater value for angling than they will ever be for commercial purposes.

2. A hatchery for pickerel, trout and all game fish be established at North Bay this summer and that a further study be made this year with a view to establishing hatcheries in Sudbury, Temiskaming and Cochrane districts next year. The report to be brought in for next year's Committee.

"3. Understanding that a recommendation is being made to the Fish and Game Committee of the House this year as it was last to close the season on speckled trout throughout the Province September 1st, it is submitted that this is based on a superficial knowledge and misconception of conditions prevailing in Northern Ontario waters. It is a well known and incontestable fact that this species of fish under normal circumstance does not commence to spawn in such waters until after October 1st. It is pointed out that in the Province of Quebec where the situation is virtually identical the season remains open until September 30th. Shortening it as is proposed in Northern Ontario would have no practical beneficial effects from the standpoint of protection and conservation, but would merely deprive camp owners, outfitters and guides, who depend directly on tourist business for their support of much needed revenue.

Moreover, many of our own resident sportsmen who take their vacation in September would be unnecessarily denied the opportunity of enjoying their favourite pursuit during the first two weeks of that month.

Therefore, we strongly recommend and urge that in so far as Northern Ontario is concerned the open season for fishing speckled trout be maintained as at present, i.e., from May 1st to September 14th."

Mr. Hughes asked what was being done about the pollution of northern waters by mining residue.

The Honourable Mr. Nixon said that the fishing interests must appreciate that gold mines are of major importance. Many complaints had been received about tailings, in places where there was no other place to dump them. The Minister said he had taken up the matter with the Department of Mines and was trying to settle individual difficulties when and where they occurred.

Mr. Taylor showed the Committee a smelt, said that it had been discovered in inland lakes and was being sold in Pembroke as a beautiful table fish.

Mr. Miller said that creeks along the North Channel had been black with a new kind of fish. They were cooped up in old bags.

Mr. McKay said the smelt were supposed to feed on white fish and herring and to be a wonderful food for land-locked salmon. The Minister asked if they could be used to feed young maskinonge.

Dr. James urged an early start on study of zoning. Information might be solicited through the Federation re the dates of spawning. Some temporary division should be made in the near future as a zoning start. It would assist in the problems in connection with season and enforcement.

Mr. Clark and Mr. Cooper presented the following resolution from the Toronto Anglers Association:

"Resolved that the Toronto Anglers Association wait upon the Ontario Government to urge upon them the expenditure of two million dollars, commencing forthwith, over the next five years in the construction of equipment adequate to the need in bass culture, maskinonge culture and the production of trout on a large scale from modern nursery and trout-rearing ponds."

Mr. Clark said the tourist trade was close to \$350,000,000 in five years and that a good business man would protect such an investment against depreciation. The exhaustion of game fish now apparent would be well carried on in five years. Mr. Cooper said the Toronto Anglers' meeting had felt that no adequate effort was being made for conservation in the face of the tourist onslaught. In five years the fishing would be wrecked in all but the inaccessible districts. In the Kawartha, Haliburton and Georgian Bay regions fishing had alarmingly declined.

The Department would get a revenue of more than a million from tourists in that period. The association asked that that money be spent to propagate bass and maskinonge. The difference between the revenue and the proposed expenditure could be covered by a resident rod license. Game fish revenues might well be earmarked for the raising of game fish and as the hunters asked the same thing it might be good to divide on that basis.

Mr. Lapierre, M.P.P., said there had been a depletion in the fishing in Sudbury waters—Nipissing, Penange and Wahnipitae.

Dr. James opposed the resolution. With the advance of civilization, he said, fish were going to go, whatever was done. He was opposed to such an expenditure without any programme setting out an uncontroverted means of propagation. The proposal was just fish-nursing. Wouldn't it be better to spend money improving lake and stream conditions and reclaiming swamps, a sounder policy than nursing fish for the present generation.

Mr. Davidson of the Toronto Anglers said the Securities Commissioner might watch for the advertisements which set out good fishing conditions as they existed forty years ago.

Professor Harkness said the keynote of the recent Washington conference was conservation by preservation of environment. A fish committee must consider more than fish breeding—it must think of environment. The country was developing and the result was spring floods, later drought, and pollution. The fate of the Atlantic salmon was proof of what those changing conditions would do in the face of any propagation effort.

The Honourable Mr. Challies stated that eastern Ontario fishing had never been poorer but that he did not blame the Government. It might be better than ever next year for it seemed to go that way. He was sorry the White Lake project was not continued. The Department should spend more money. He had been criticized for deficits but he thought the Government had no right to put license money in the general revenue. The money collected should be spent for the purpose for which it was collected.

Mr. Danis, of the Cornwall Fish and Game Association wanted the Black River, Sutherland Creek and Hoople Creek closed during the spawning season for black bass. The Province should co-operate with Quebec in control of netting and other non-angling forms of fishing. The boundary lines should be definitely set to simplify jurisdiction. Mr. Baker, the overseer, should be given a motor boat. The Federation was opposed to a resident angling license as a burden on unemployed.

Professor J. R. Dymond said that as long as people had the hatchery complex fishing was going to decline because the conditions of environment were going to get worse. Stream pollution would continue and while it continued fishing would decline. Fry were not suited to the ecology of the lakes in which they were planted—another reason for hatchery failures. The environment must be preserved.

Mr. E. L. Hughes said that fishing was decreasing in accessible areas in the north. A rod license was questionable because the law would be broken.

The Honourable Mr. Nixon said he appreciated the harmony between the anglers and the Department. In the past he had felt required to criticise a certain autocratic spirit existent in the Department toward the people. He had tried to break that down and make the officials servants of the people and not their masters. The Province had set up rearing ponds and he favoured an active policy in that matter. As for the decline in fishing, the Department was doing its best to fight it. Opinion differed on the quality of fishing in the last year. Penange officials reported plenty of bass. The Department was keeping a careful check and exerting all possible influence against pollution from mines.

But mining was of great importance. It was an industry which demanded Government attention in the wide review of the Province which a Government must take.

During the next five years the Department would spend more than \$2,000,000 and a very large portion of that would be spent for fish propagation. He would argue out the matter of deficits with Mr. Challies in the Legislature. The White Lake project had been very expensive. Four ponds and a hatchery had been built at Chatsworth for little more money.

The Department would and had pushed vigorous law enforcement. It was at least not its policy to hand back fines after a prosecution. Over a thousand prosecutions had been initiated by the officers of the Department and carried through where the testimony justified it.

Mr. Reid and Mr. Hall, of Detroit, representing the Big Creek Hunting and Fishing Club, asked for a slackening of the no-baiting orders. They were feeding thousands of ducks and their shooting amounted to practically nothing. Stopping feeding was not a conservation measure. The ducks were shot for the market in the south if not fed in Ontario.

Mr. Taylor said the ban on baiting had been brought in because the United States was taking measures to save the ducks. There was a good deal of agitation against baiting for hunting purposes. But he personally had no objection to an amendment permitting some shooting over the properties where ducks are fed if it is banned on the feeding bed.

Mr. Bell said there was a protest about Lake Scugog levels which were changing so rapidly that fish depletion was feared. Both Toronto resolutions expressed at the meeting were a little extreme. What was wanted was a number of little hatcheries in localities to which the fish are adapted. Mr. Taylor knew how to do his job and was a good competent man for the job.

Mr. Crewe, representing the Kent commercial fishermen, said they were facing hard sledding especially with pound netting. They wanted the gill net tugs zoned or forced to fish from their own ports and they wanted the Kent waters zoned. He wished to see the law giving protection to the jumbo herring and perch. An area should be put aside to get the jumbo herring back in the lake.

The Honourable Mr. Nixon said he really appreciated the words of commendation for his Deputy Minister in whom he had every confidence and to whom he was going to give a free hand. There was no thought of a resident anglers' license. It was regarded with some favour by the anglers but not by the general public.

Mr. Nixon moved adjournment of the Committee at 1.30 p.m.

FOURTH MEETING

Tuesday, April 1st, 1936.

The Committee met at 10.30 a.m. Mr. W. L. Miller, M.P.P., Chairman of the Committee, was in the chair.

The following members were present:

Messrs. Campbell, Croome, DesRosiers, Duncan, Fulford, Habel, Kelly, Lancaster, Lapierre, Miller, Newman, Patterson, Roberts, Robertson, Sangster, Wigle.

Mr. Miller opened the meeting with the statement that the regulations appeared fairly acceptable after years of revision.

Mr. Croome, M.P.P., asked what would be done about zoning. Conditions in southern Ontario didn't apply in Rainy River.

Mr. Lancaster, M.P.P., said he was strongly behind zoning and felt the Department officials should study it because of the varying climatic conditions in the Province.

Mr. Taylor, Deputy Minister of Game and Fisheries, said zoning was now in effect and could very well be extended.

He explained the proposed Bill to the members under the following headings:

- Changes in big game seasons.
- Changes in the goose and duck season.
- Protection for eagles and osprey.
- A permanent muskrat season in southern Ontario.
- The ban on use of a gun license for more than a .22 in deer and moose open season.
- Licensing of fish buyers for resale.
- Licensing of tourist outfitters north of Parry Sound.
- Extension of dog privileges.
- A ban on fox and wolf snares in open season.

Mr. Taylor explained that officers found men in the bush with high-powered rifles and in possession of and covered by a gun license. The \$1 gun license would not be sufficient any more for more than a small-power .22 or a shotgun.

The licensing of fish buyers and peddlers would not be at a high fee, he said, but would assist in control. The clause calling for the licensing of tourist outfitters was designed to affect those using Crown lands. The fee would be \$10 for a resident and \$50 for a non-resident. There was nothing now to stop persons from stepping in where a respectable business was set up and under-selling that business with no thought of conservation.

Mr. Miller asked if the regulations met with Committee agreement.

Mr. Newman, M.P.P., said he thought they were all right.

Mr. Miller said the people on Manitoulin Island had been enjoying fine bass fishing but the wonderful fishing was going the way of all good things. It would be well worth while considering some means of restoring bass to the island. If the Department could afford it the Island would appreciate a start on bass ponds. Manitoulin had no relief and the fishing and the tourists brought in by fishing were important.

Mr. Taylor thanked the Committee for the very tolerant way members of both sides had acted on the recommendations. He hoped to give bass ponds to Manitoulin and to eastern Ontario, and all over the Province. A bee at Manitoulin Island would help if the men built ponds. The Department would not be slow to take advantage of any chance to use ponds.

Mr. Lancaster, M.P.P., asked about the netting of small bass in overcrowded lakes with later distribution in larger waters. Mr. Taylor said more of this was being done. Mr. Lancaster said Mud Lake might be closed off and it would feed the whole Trent River.

Mr. Fulford, M.P.P., asked if there was any chance to make pickerel game fish in the St. Lawrence. Mr. Taylor said that was difficult on account of the boundaries. Mr. Fulford asked if bass seasons could be extended. Mr. Taylor said there was no objection to an extension but no one seemed to want it opened before July 1st.

Mr. Lancaster, M.P.P., expressed appreciation of the Government estimates for Jack Miner. Mr. Wigle, M.P.P., said a bill to make it a foundation would come up in the Legislature.

Mr. Newman, M.P.P., moved a vote of thanks to the Chairman.

Mr. Miller said the Game and Fish laws were apparently acceptable to the public and it was gratifying to know the work of the Department was so acceptable to the Committee.

Mr. Newman moved adjournment at 11.40 a.m.

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March, 1931, Progress Certificate No. 3.....	3,000.00
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