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## REPORT OF SELECT COMMITTEE.

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### CLAIM OF THOMAS PAMPHLET.

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MR. SPEAKER :—

Your Committee appointed to investigate the claim of Thomas Pamphlet beg to report as follows :—

1. That Thomas Pamphlet, upon the understanding that 10,000 tons of stone, more or less, was required to be brought from Salt Spring Island to Esquimalt, for Graving Dock purposes, entered into a contract with the then Chief Commissioner of Lands and Works, Mr. Beaven, for carrying the same, dated October 2nd, 1882, for the price of \$2.07 per ton.

2. That the figures upon which Captain Pamphlet based his tender were calculated upon the entire quantity of 10,000 tons, and according to the then plan of the work, at least the said quantity of 10,000 tons would be required.

3. That immediately upon accepting the contract, Captain Pamphlet prepared himself to fully carry out the same for the entire supply, and in so doing expended \$300, or upwards, for appliances.

4. That according to a legal construction of the contract, the Government, although they could compel the contractor to carry the full complement of stone, were not bound to furnish any particular quantity of stone to be carried.

5. That owing to a change in the policy of the Government (occasioned by a change of Ministry), the work was stopped when Captain Pamphlet had carried about 600 tons only.

6. That Captain Pamphlet received a notification on 29th December, 1884, that no more stone was to be carried, and up to this time he states that he held himself in readiness to go on with the contract, and remained under the impression that under whatever management the dock might be during construction, he would still have the work to do.

Your Committee are of opinion that Captain Pamphlet's claim is a fair and just one for consideration of the Government.

H. HELGESEN,  
*Chairman.*

*Legislative Assembly,  
March 30th, 1886.*

## EVIDENCE OF THOMAS PAMPHLET.

I am a master mariner. Towards the end of the summer of 1882, in consequence of an advertisement which appeared in the papers ("Gazette" and "Standard") calling for tenders for carrying ten thousand tons of stone from Salt Spring Island to the Graving Dock, I sent in a tender, having first carefully estimated what the whole work was to be performed for, with the appliances I could procure and had available. My tender was accepted, and I signed a contract which was drawn up by the Government, dated October 2nd, 1882 (copy "A" annexed. I immediately chartered the schooner "Bonanza" for the service, and under the terms of the charter I had to find all necessary gear, such as ropes, blocks, slings, rollers, and so forth; it cost me upwards of \$300 fitting her up with necessary gear. At the time of entering into the Government contract I had the steamer "Emma" engaged in profitable trade lightering, freighting, &c. I was clearing \$300 a month with her, but I gave her up to attend to the Government contract. In order to raise the money necessary for the outlay I was obliged to make, I mortgaged my home in Victoria for \$1,200, and the proceeds of this mortgage were eaten up in the expenses which I incurred in and about the preparations for carrying out the contract, and subsequent loss of time doing nothing. When I actually began the work in carrying the stone under the contract, I was fully prepared with everything necessary to carry the 10,000 tons in accordance with the terms of the contract. I carried about 600 tons of the stone at various times, according to notices received from the Resident Engineer, Mr. Bennett. I think the last trips were made in March, 1883, but since that time I have never received any orders to carry stone from Mr. Bennett or any other person. I was not given distinctly to understand that no more stone was to be carried until December 29th, 1884, when I received a notification from Mr. Smithe that the Government did not require any stone to be delivered at the Dock. From March, 1883, to December, 1884, I was thrown out of employment, holding myself in readiness to execute any orders which I might receive as to the carriage of the said stone; and up to then I was always under the impression that I would still have the work to do, and my contract would be respected, whatever political changes might take place, with regard to the dock. Most of the gear and other plant which I had purchased for the purpose of carrying out the contract is still on my hands, and is useless to me.

I was able to put in a very low tender for the work because I was in a position to get a vessel for carrying on much more favourable terms than others.

I estimate my loss as follows:—Twelve months' time (though in fact twenty months) at master mariner's wages, \$100 per month, \$1,200; actual cash outlay as above, \$300.

THOMAS PAMPHLET.

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"A."

Agreement made the second day of October, A.D. 1882, between the Chief Commissioner of Lands and Works of the Province of British Columbia of the first part, and Thomas Pamphlet, of the City of Victoria, of the second part: Witnesseth, that for the consideration hereinafter mentioned, the said party of the second part agrees as follows:—

That he will safely carry from the Government quarry at Vesuvius Bay, and safely unload, deliver, and land at such places as may be required at the Esquimalt Graving Dock site, such quantity of sandstone, say ten thousand tons (10,000), more or less, as may be required by the said party of the first part for use in construction of the Esquimalt Graving Dock.

That he will commence immediately on being notified by the Resident Engineer of the said Dock to do so, and will continue to carry, unload, deliver, and land such stone from time to time, in such quantities as may be demanded, on the written order of the said Chief Commissioner of Lands and Works, or the said Resident Engineer, with the particular view that the works at said Dock be not delayed for want of adequate supplies. The said party of the second part agrees to take upon himself the entire risk of and be answerable for all loss, accidents, and damages of any kind that may occur in connection with his contract, arising from any cause whatever, excepting storms, but not excepting fire.

The said carriage, unloading, delivery and landing shall be performed to the entire satisfaction of the party of the first part, who shall be the sole arbiter in case of any disputes between any of the parties concerned as to the time, place and manner of the said carriage, unloading, delivery, and landing.

That in accordance with the terms of a resolution of the Legislative Assembly relating to the construction of public works, the said party of the second part shall not, directly or indirectly, employ any Chinese in, about, or in connection with, the carriage, unloading, delivery, or landing of the said stone.

That he will not assign or sub-let any portion or the whole of this contract, without the written consent of the party of the first part.

That any notice or other paper connected with these presents which may be required or delivered by the party of the first part to be served upon the party of the second part, may be addressed to him and left at the Post-Office, Victoria, or at the Dock works, Esquimalt, and any paper or notice so addressed and left shall be considered legally served.

And in consideration of the faithful performance of this agreement by the party of the second part, the party of the first part agrees with the party of the second part to pay him the sum of two dollars and seven cents (\$2.07) for each ton of two thousand two hundred and forty pounds (2,240 lbs.) of stone so carried, unloaded, delivered, and landed by him as aforesaid. Such payments shall be made monthly, at the discretion of the Chief Commissioner of Lands and Works, after a certificate has been issued by the Resident Engineer, and a warrant for the amount has been approved by the Lieutenant-Governor: Provided, always, and it is hereby expressly agreed and declared by and between the parties hereto, that in the event of the death of the party of the second part, or in case, in the opinion of the Chief Commissioner of Lands and Works, he shall fail in the due performance of any part of his agreement, or shall suspend payment, compound with his creditors, assign this contract or any benefit thereof, without such sanction as aforesaid, then the party of the first part shall have power, without any notice to the said party of the second part, forthwith to withhold or suspend any further payment, and to cancel this agreement, and to retain all moneys then due and payable to the party of the second part, as a forfeiture accruing to the Province on account of party of the second part failing to fulfil his contract.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered by the said  
T. Pamphlet in the presence of  
(Signed) E. HARRISON, JR. }

(Signed) THOS. PAMPHLET. [L. S.]

Signed, sealed and delivered by the said  
Chief Commissioner of Lands and  
Works in the presence of  
(Signed) E. HARRISON, JR. }

(Signed) ROBERT BEAVEN, [L. S.]  
*Chief Commissioner of Lands and Works.*