

- Q. And it would have been their interest to do that as well?—I do not think so.
- Q. If Boyle got the contract, would not it be their interest to get three fourths or two-thirds in that?—Of course, if they could not do better.
- Q. You say they promised you an interest in the contract?—No; I did not say that. If the contract stopped at my tender, then, if I put money into it and underwent obligations, of course I would have a part in it. If the contract was awarded to me I was to take them in. My tender was lower than Boyle's.
- Q. You and Roger had made up your mind that Boyle should not get it; that you should keep your tender in, so that it would not reach Boyle?—Yes.
- Q. Did you get any interest in it at the end?—No; I did not put any money in it.
- Q. In this interview, as I understand your statement, Boyle positively refused to accept the \$3,000, but was anxious to make an arrangement about the partnership?—Yes; he was anxious that these men should come in.
- Q. When he said he would leave it in your hands and Cotton's to arrange, what was he speaking of arranging?—Oh, the withdrawal, I guess.
- Q. Tell us what was said. Let us understand how that took place. He wanted the partnership, and you told him you did not think that could be brought about? Give us the whole conversation?—Mr. Boyle said he would not like to withdraw his tender. He would not do it, in fact. And I told him as to the partnership, it was out of the question; that I knew that MacLean and Roger would not have him as a partner; it was out of the question altogether; and I said that I was anxious Mr. Boyle should make \$3,000.
- Q. You urged him to take the \$3,000?—Yes.
- Q. He all along refused to take it?—Yes.
- Q. Tell us what led up to this final statement you mentioned to Mr. Bethune, just as it occurred?—Cotton suggested "that if we left the matter to Charlton and me"—
- Q. That is not Boyle's suggestion. What did he suggest?—That if the matter was left in my hands and his that it could be arranged in such a way that the matter would not transpire—that no one could ever bring any accusation against Mr. Boyle.
- Q. You were mistaken when you said that he made that suggestion?—I did not say that.
- Q. Yes you did?—Mr. Boyle said, "Very well; I will leave the matter in your hands."
- Q. What did Mr. Boyle say to that suggestion?—"Very well, then, I will leave the matter in your and Mr. Cotton's hands."
- Q. And whether that had reference to the withdrawal or the partnership, you cannot say?—My impression—
- Q. You cannot say positively?—I cannot say what he was thinking about. I was very anxious that he should take this \$3,000, and that Roger should get the contract.
- Q. What Mr. Boyle meant by that, you cannot undertake to say?—No.
- Q. The matter was left to you and Mr. Cotton?—Yes.
- Q. And you were anxious that Roger should get the contract, and that Boyle should withdraw?—No.
- Q. Did you ever see Mr. Boyle afterwards?—I did not see him between that and the time he handed the letter.
- Q. Whatever else was done was done by you and Cotton?—Yes.
- Q. And whatever else Boyle had to do with it after that you do not know?—No.
- Q. How much did you pay for the withdrawal of Boyle's tender?—I paid a cheque of \$500, and \$2,500 in notes. That is \$3,000; five notes of \$500 each.
- Q. Did you imagine that you were authorized by what took place to represent Mr. Boyle from that time out?—Not at all.
- Q. Did you imagine that you were authorized from that time out to act for Mr. Boyle in the matter?—No; I did not. I represented Mr. Roger.
- Q. Did you in point of fact represent Mr. Boyle in any further transactions?—Not at all; Mr. Cotton represented him.