

1280. What assurances did he say he had?—He did not particularize; and I did not ask him.

1281. He did not mention any assurances that he had from any member of the Committee?—No; I don't remember.

1282. He did not associate any names with them, did he?—No.

1283. Did he say he expected that Mr. Mackintosh would retire?—Yes. He said Mr. Mackintosh's tender was so low that the work could not possibly be done at the price. In fact, I was under the impression that it could not be done at Mr. Roger's price.

1284. And you are satisfied that Mr. Boyle understood clearly, when he was writing this withdrawal letter, that he was withdrawing from the contract in full, and not merely writing a letter for the purpose of getting his deposit cheque?—Clearly. There could not be any question about that, and if Mr. Boyle understood that the contract was awarded to a tenderer above himself, and if he was not satisfied with it, is it likely that he would not have made a row in his paper. But there was not a word about it.

*By Mr. Trow :*

1285. Was there any conversation between yourself and Mr. Boyle, in reference to getting hold of the cheque before he left?—No, sir; I told you at the beginning that there was no talk about the cheque at all—that there was a general conversation with Mr. Boyle. He said he would not negotiate, except on the basis of a partnership, until the close of the interview, and then he suddenly said that he would leave the matter entirely in Cotton's and my hands. After that I had no conversation with Mr. Boyle whatever. Mr. Cotton and Mr. Starrs afterwards came to me to arrange about the price, and how it was to be done. But I had no further conversation with Mr. Boyle.

*By Hon. Mr. Kaulbach :*

1286. Did you understand that he was leaving in your hands to decide what consideration he should receive?—Yes; I considered that was what he meant.

*By Mr. Costigan :*

1287. That does not agree with your evidence in Toronto upon the same question. You were asked whether Mr. Boyle's remark had reference to the withdrawal or the partnership, and you said, "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." You were asked "What Mr. Boyle meant by that, you cannot undertake to say" and you answer "No."?—I cannot undertake to say what he meant, but I know what the impression was on my mind at the time. He might have meant differently from what he said, and I judge, from what he has said since that he meant differently. The impression left on my mind was that he would leave the matter in Mr. Cotton's and my hands, to fix the indemnity that he was to get for the withdrawal of his tender, and that whatever he got would be satisfactory to him.

*By Hon. Mr. Bowell :*

1288. Did he say that positively, or was that the impression left on your mind?—That was the impression left on my mind. And that impression was strengthened by Mr. Cotton coming to me afterwards with the letter of withdrawal. Of course, if he had not come to me with that letter of withdrawal, I would have been under a different impression to this day. But when he came with this letter, it was carrying out what Mr. Boyle said when he went away.

*By Mr. Ross :*

1289. You did not see Mr. Boyle in the meantime?—No; and I thought he did not want to see me.

1290. Did Mr. Cotton give you Mr. Boyle's letter of withdrawal?—Yes.

1291. And you handed him the money?—I handed him the money then and there.

1292. Did you make such a remark as that it did not matter to you what he did with the money—whether he kept it or not?—I certainly did not say that it made no matter whether he kept it or not himself, because I thought quite the reverse.