

Carleton street and it was election time—there were a good many people from the country there to see you and I waited till you were done with some parties you were speaking to and then I stepped up. That was between your office and the corner of Queen Street.

Q. What did I say then? A. You said you would do it as soon as you could—and you would do it as soon as you could—and you seemed to be angry at me for approaching you that day.

Q. Didn't I tell you that, so far as that position was concerned, Mr. Wetmore had been appointed? A. You told me he had been appointed temporarily.

Q. Didn't I tell you that Mr. Ketchum was the express agent for Carleton, and very ungenerally pressed for Mr. Wetmore's appointment and that he had been appointed? A. You did not tell me that. You said he was appointed temporarily and that William should have a place after the election and when things settled down. You spoke about Mr. Ketchum, of course.

Q. And told you that he had strongly urged Wetmore's appointment? A. Yes. Then I met you at that opposite the Royal Canadian office.

Q. What time was that? A. Some time before the election. You were so busy I could not see you at the office and I met you coming down street opposite the Gazette office, and you gave me an answer that satisfied me that he should have it.

Q. In what period did you range these interviews? A. Well, from the vacancy till the election in 1890. I could not tell you the dates.

Q. You could not tell how long it was before the election? A. No, it might have been a month for all I know.

Q. And there are all the conversations you can recall at the time? A. Well, I had a conversation in your office.

Q. When? A. Before the election. I did not to my knowledge see you after the election at all.

Q. What took place in the office? A. Well, just about the same thing.

Q. How long was that before the election? A. I could not tell you. It was six months. Every chance I got I went to see you.

Q. How many conversations would you like to say that you had with me from the time you got this letter from me and the election? A. Only one.

Mr. Blair—He does not mean to say that. Mr. Blair—Q. Between the time that you got the letter of October 14th and the election, how many conversations took place? A. After Mr. Barry's letter I had no conversation but I cannot say how many after I got your letter.

Q. Do you remember having a conversation with me after you got the letter from Mr. Barry? A. No, I don't know whether it was after it or before it.

Q. You could not fix the time of any of these conversations, except that they took place between the 14th of October and the election? A. I could not say whether I had two conversations with you after that letter or one.

Q. To be positive, you wouldn't like to say you had more than one conversation after the date of that letter from me of October 14th? A. No, I would not.

Q. And you don't exactly remember when that conversation was? A. It was in my story.

Q. When? A. It was when you were going out canvassing.

Q. Can you fix a date? A. No, but it was before the election. How long before I could not say.

Q. Then I am correct in saying that you are positive of only one conversation with me after October 14th and before the election? A. That is all.

The Chairman—Q. Do you remember that the house was dissolved at the time Mr. Blair called on you? A. It was, and the election was on.

Mr. Blair—Q. Then we have got it settled to this point: that you can only be positive of there being one occasion on which you and I had a talk about William's appointment between the date of the letter you received from me, and the election? A. Yes, I would not be positive of more than one conversation after the date of October 14th, 1890.

Q. Shortly before the election you gave William some money to bring to me you say? A. Yes.

Q. Can you tell us when that was? I cannot remember it. I suppose the papers would tell.

Q. What papers could you refer to that would tell? A. That document I signed my name to. The declaration.

Q. Well, I would like to have you make some statement irrespective of that. You can, or to the same material that assisted you when you made that statement. Can you tell me when it was that you gave him that money? A. It was when I was in the house.

Mr. Powell—Q. What time would it be, as respects Mr. Barry's letter? A. It was immediately after that. That was calling for it, and of course I gave it to him to take it to him or somebody.

Mr. Blair—Q. You were not particular who he took it to? A. Well, I was, of course. He applied for it, and I gave it to him with the understanding that he gave it to him or to Mr. Pitts.

Mr. Blair—Q. This \$200 was sent in answer to the letter of Mr. Barry? A. Yes.

Q. Did you give it to William with instructions that he was to give it to Mr. Blair or Mr. Barry? A. I wanted him to give it to Mr. Blair and to get something—Mr. Blair—Q. Do you ever recall that you directed him to give it to me? A. Yes.

Q. How did you come to say a moment ago that you were not particular whether he gave it to me or Mr. Barry? A. Well, I wanted him to get a voucher for it, and I thought Mr. Blair was the proper person.

Q. When did he return the money? A. He brought it back a short time after that.

Q. Within how many days? A. I don't remember.

Q. Do you think he brought it back within a month? A. It was not that long. I think.

Q. Have you no idea? A. No.

Mr. Blair—Q. Did not William bring the money right back to you? A. He did.

Mr. Blair—Q. Do you swear now that he brought the money right back? A. Don't know that he did.

Q. Would you swear positively that he brought the money back within a week? A. I would not.

Q. Would you swear that he told you, within a week after you gave him the money, that he had not paid it over to either myself or Mr. Barry? A. I would not say that.

Q. Can you swear now that William told you, within a week after you gave him the money, that he had not paid it over to either myself or Mr. Barry or anybody? A. Well, when he couldn't get you to take it, he came back and told me you would not take it.

Q. When was that? A. It must have been right away.

Q. When will you swear it was? A. I wouldn't say that it was to-day or to-morrow or when it was.

Q. It might have been a week? A. No, wouldn't say that it was.

Q. How soon after you gave it to him are you prepared to swear now that he returned

it to you and told you I wouldn't take it? A. I wouldn't swear to any stated time.

Q. You could not swear that it was not less than a week? A. I could not swear that it was less than a week, or that it was a week. It was a short time afterwards.

Q. Might have been three, four or five days or a week, I couldn't tell.

Q. Did you get the money back yourself? A. He brought it back to me.

Q. Whenever it was that he brought it back he handed it over to you? A. Yes.

Q. How long before you parted with it again was it? A. It was quite a long time. It was after the election.

Q. Will you swear that he brought it back before the election? A. No, I won't, because I didn't keep any record of it.

Q. Do you keep a cash book? A. No.

Q. Do you keep any book showing what money you receive and what you pay out? A. No.

Q. Then you have no record whatever that will show the date when this money went out of your hands and when it came back? A. None.

Q. You have got nothing whatever to go by further than what you have stated? A. No.

Q. Was it \$200 that you gave him that day? A. Yes.

Q. When you parted with the \$200 again when did you give it? A. To my son William.

Q. You had not seen Mr. Wilson at all on the subject of the \$200—had you no conversation with him up to this time? A. No, not till after he received it.

Q. You were not present when William paid the money, if he ever did pay it to Mr. Wilson? A. No, I was not.

Q. Have you any paper in your possession which would show when William got the \$200 from you the second time? A. I have a paper to show when he gave it to Mr. Wilson.

Q. Will you let me see it? (Witness produces a paper.)

Q. Is this the hand-writing that? A. My son William's.

Q. Did your son William bring back this paper to you? A. No.

Q. Then you have not got any paper which you say William brought back to you? A. No, I returned the original receipt to William when he gave me the note.

Q. When was that? A. I could not say from memory. (Producing a paper,) That is the time I gave the receipt up that I got from William.

Q. What is that paper? A. It is a copy of a note made by Wilson in favor of Mr. Anderson.

Q. You did not make this copy of the receipt yourself? A. No, I cannot write that way.

Q. Where was that copy found? A. In my house. It was written there.

Q. When was it written in your house? A. This is the date—13th February, 1890.

Q. Do you mean to say this copy was written on that date? It was written some time before I gave up the receipt.

Q. How many months before? A. I couldn't tell exactly.

Q. Was it a year before? A. No, it wouldn't be that length of time.

Q. Then how many months? A. I could not say.

Q. What do you think the length of time was, using your best memory of it? A. I could not say.

Q. Might have been six or eight months before or a year? A. No, it would not be a year or nine months.

Q. Did you have that copy in your house months before the original was made? A. I could not say.

Q. Under what circumstances was that copy made? A. Because I was afraid of the promise that had been made at different times.

Q. What were you suspicious of? A. That everything was not going right.

Q. You were afraid the office would not be given to William? A. Yes. And feeling a little suspicious I kept these things.

Q. But you did not have to give it up till the money was secured, did you? A. No.

Q. How did the doubt that you felt about the office being given to him lead you to take a copy of the paper which you had retained in your possession, and which you would not give up till you were secured or paid the money?

Q. A. Well, we had been promised so often that there was no stability about it I thought, and he had better have something sure to show.

Q. And you thought a copy would show better than the original? A. I did not have the original when I gave it up.

Q. But at the time you gave up the original you had the money secured by a note? A. Yes.

Q. And you had given up any expectation of Mr. Wetmore's office when you gave up the receipt, hadn't you? A. Yes, I had given it up by that time.

Q. After you gave up the receipt and got the money, did you have any more hope of getting the office? A. No.

Q. Then why did you think it necessary to keep or preserve that paper? A. Because I was afraid of the parties, and my son was afraid.

Q. Afraid of what? A. Afraid of the promises not being fulfilled.

Q. But you could not expect it to be fulfilled after you gave up the original receipt? A. This was before the original was given up.

Q. Then it must have been some time before the original was given up? A. Yes.

Q. Were you afraid that the original was going to be taken from you by force? A. No.

Q. You knew you could not be compelled to give it up till you were ready? A. No.

Q. Then why did you keep a copy of a paper when you had the original in your hands? A. Well, just the same as I kept copies of other papers.

Mr. Blair—Q. At this time you would have the original and the copy. Why did you preserve both? A. Because the original was to be given up.

Mr. Blair—Q. But it was not to be given up until either you had got the office or the money was paid or secured? A. No.

Q. Then you would have no further interest in it? A. I wanted to have a copy of it.

Q. For what purpose? A. Well, it was before I got the money that the copy was made.

Q. Why did you want to keep it? A. Well, because I was afraid of the promise made and not fulfilled, and so was William.

Q. Is that the only explanation you have to offer? A. I have no other.

Q. Do you make a copy of every paper or every note you happen to get from anybody? A. No.

Q. Do you ever make a copy of any receipt or evidence that anybody owed you before? A. Yes.

Q. If I were to borrow \$1,000 of you and give you a note for it, would you make a copy of the note? A. No, because I would have the note to show.

Q. Well, you had the receipt to show in this case, hadn't you? A. Yes.

Q. Then as long as you had the receipt you did not want any copy? A. No.

Q. But you made this copy months before you gave it up, didn't you? A. Yes.

Q. Do you mean to say that you remember when that copy was made? A. It was made in my store for the purpose of having a copy of the agreement.

Q. And you had the original in your possession? A. Yes.

Q. And would keep it until you got either the office or the return of your money? A. Yes.

Q. Did you see William make the copy? A. Yes.

Q. Who else was present when he made it? A. My daughter.

Q. Did it compare it with yours? A. Yes, I stood there with him.

Q. You compared it very carefully did you not? A. Yes.

Q. You will swear that is a copy of the receipt that William brought to you? A. Yes.

Q. Do you say you handed back to Wilson a paper of which this is a copy? A. Yes.

Q. Will you swear on your solemn oath that that paper is an actual copy of the receipt that William brought to you? A. I will.

Q. What time of day was it that the copy was made? A. I cannot tell you that.

Q. Was it Sunday or Monday? A. It was not Sunday.

(Copy of receipt dated February 13th, 1890, put in evidence and marked No. 4.) (Copy of note shown.) Q. Who made that copy? A. I could not say.

Q. When was that made? A. I could not tell you.

Q. Did you have the original note in the hands of Mr. Blair? A. Yes.

Q. Is not this copy in Mr. Blair's writing? A. I cannot say whether it is or not.

Q. You did not make it yourself? A. No.

Q. Is it in William's hand-writing? A. No.

Q. Or Mary's? A. No.

Q. Where did you get that copy and when? A. I could not tell you where I got it.

Q. You would not like to swear that you had that copy in your hands at the same time that you had the original note? A. No, I would not.

Q. It is not reasonable to suppose so? A. No.

Q. It would be altogether unreasonable for you to hold the copy and the original both at the same time? A. Yes.

Q. Don't you think that copy came into your hands quite lately. Did it not come into your hands within a few weeks of the time that you gave up the original? A. I could not say.

Q. Will you swear that is the copy of the note? A. Well, I cannot read it.

Q. You never compared this with the original note so you cannot tell whether it is an exact copy or not? A. No.

Q. You did not have this in your hands at the same time that you had the original in your hands? A. No, I never did.

Q. Tell me when you procured this copy, and from whom? A. I could not tell you.

Q. Have you had it over a week? A. I did not know it.

Mr. Stockton—I may say I got it from Mr. Quinn.

Mr. Blair—I certainly object to Mr. Stockton making such suggestions to the witness.

Q. Was it written in your presence? A. No.

Q. Or by your directions? A. No.

Q. Whose writing is it in? A. My son's writing.

Q. Whose writing is this on the back? A. It is supposed to be Mr. Wilson's. I don't know.

Q. Where did you find this paper? A. My son gave it to me among others.

Q. When did he give it to you? A. He gave it to me when he came home.

Q. Can you fix the date by any reference to the paper? A. No, I cannot.

Mr. Blair—I am satisfied in my own mind that this is Mr. Wilson's writing. I have no objection to the paper going in.

(Diagrams blank with writing on either side put in evidence and marked 7 and 8.)

Q. What text? (Witness produces paper.)

Q. Is this your hand-writing? A. No, I dictated it.

Q. In whose writing is it? A. William's.

Q. Do you say that is a copy of a letter you sent to Mr. Wilson? A. Yes.

Q. Who wrote the copy? A. I wrote the original.

Q. Which was written first? A. This one. (In evidence marked No. 8.)

Q. Do you remember of it being copied? A. Yes.

Q. Did you deliver that letter to Mr. Wilson? A. No.

Q. Can you tell me that Mr. Wilson got it? A. I cannot.

Committee adjourned, to meet to-morrow morning at 10 o'clock.

COMMITTEE ROOM,
House of Assembly.

Mr. Phinney—Before the inquiry proceeds this morning, I desire to renew my application I made yesterday, to appear as counsel for Mr. Quinn. In doing so I may say that I think there was some misapprehension on the part of the chairman, from what he said to me after the adjournment, that I was not to appear as counsel for Mr. Quinn as a witness per se, but as an interested party in the inquiry, and in support of my position I would cite from Bourke's case, page 119. (When counsel are required in cases involving the interests, conduct and character of individuals, petitions asking permission to employ such counsel have been referred to a counsel ordered. Now, when this matter is brought before the committee, it is not a question of public account or of a legal proposition, but a fair and equitable claim, that a gentleman placed in the position that Mr. Quinn is in consequence of his solemn declaration, and in consequence of the course this investigation has already taken, should have the benefit of counsel to at least pursue an examination following the line that is claimed to be a cross-examination of him by the attorney general, and I ask it as a matter of fair play and justice toward him.

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