

By Hon. Mr. Bureau :

1509. Do you consider that he was entitled to keep the \$3,000 he received from company?—No; we did not expect he would do so.

1510. For whom was that money intended?—We have already stated—at all events I have in my evidence, that it was for Mr. Boyle.

By the Chairman :

1511. Were you not aware that Charlton and Cotton were working together with a common end in view in connection with the printing contract?—We cannot tell what Cotton's object was, but we can tell what Charlton's was for he was acting for us.

1512. You thought Cotton was acting for Boyle and Charlton for you?—Yes; Charlton acting for us, and we understood Cotton was acting for Boyle. Question 1116 of Cotton's evidence reads: Q. "Was not the time the trial took place at Toronto the first time they learned that that money was applied to your own use exclusively?—They knew it before that."—We did not know it before, and we were very much surprised when we found it was so. There are several questions, but they are not very material, where Cotton represents that he had shown a certain letter to me and was communicating with me, which are not correct. There are questions, 971 and 972, in which he states that he showed a certain letter to me, and then there is question 1020.

By Hon. Mr. Simpson :

1513. Did he not show the letter to you?—He showed no letter to me that I am aware of. In question 1020, Cotton says (referring to the money), "That was the value that Mr. MacLean proposed to give me when I got that letter." I made no proposal to him. Question 1037 runs as follows: "You said you had made the arrangement with Mr. MacLean?—That was the day before. He said he had arranged to put the notes and money into Mr. Charlton's hands."—He made no arrangement with me.

By the Chairman :

1514. Might he not have given that answer in respect to Charlton, Charlton being engaged by you in that matter?—He might put it in that way, perhaps.

By Hon. Mr. Aikins :

1515. Question 1060 is very explicit: "After you got this letter of withdrawal, did you inform MacLean, Roger & Co. that you had been successful in getting Mr. Boyle to withdraw his tender?—I stated before that I went direct and showed the letter to Mr. MacLean when I got it." Question 1061 is as follows: "Before you handed it to Mr. Hartney?—It was Mr. Roger or MacLean that handed it to Mr. Hartney?"—In question 1060 Cotton was mistaken in stating that he showed the letter to me.

By Mr. Costigan :

1516. Have you noticed Mr. Roger's testimony?—Yes. He was asked by Mr. Trow: question 127, "To whom did you pay the \$3,000 for the withdrawal of Mr. Boyle's tender?—I paid the money to Mr. Charlton and Mr. Cotton to be handed over?"—I see that; I presume Charlton and Cotton were in company at the time. I cannot, however, speak as to that, because I was not there at the time; but I say I am quite positive that Cotton was in no sense an agent of ours.

1517. According to this evidence Mr. Roger admitted that money was paid over to Charlton and Cotton to be expended for a particular purpose: to get the letter of withdrawal. Cotton came forward and swore that he did get the letter of withdrawal and brought it to the very gentleman who placed money at their disposal to get it?—There are two separate and conflicting interests in the matter. Our interest is one, Boyle's is another. Charlton represented us, and Cotton was understood to represent Mr. Boyle.

1518. At the time of the payment of the money into Charlton's hands, had Charlton led you to believe that Boyle would accept it?—Yes; we fully understood from Charlton that Boyle would accept the money.

1519. He had informed you that Boyle would accept it?—Charlton conveyed that impression to us; we understood that from our agent; we would not have paid