

Boyle, can go and tell him that he can get"—it has been stated that it was \$3,000, but the impression fixed on my mind was that \$4,000 was the amount he mentioned. He asked me to see Mr. Boyle, and tell him that there were \$4,000 that he could get, and that would be much better than fighting out his poor chances of getting the contract. I told Mr. Charlton that I was a friend of Mr. Boyle, and was willing that he should get the contract in fair play, but that I was not a dealer in contracts, and, if he wanted to make such a proposition to Mr. Boyle, he could go and make it himself. I told him I thought too much of Mr. Boyle to make such a proposition to him. During the whole of the proceedings relating to this contract, I never saw any disposition on the part of Mr. Boyle to barter or trade on that contract. He seemed to be acting in good faith from beginning to end. I believe, from what he told me, that the reason he withdrew his tender was that, as the contract had been awarded to Mr. Mackintosh, there was no chance for his competing further, and that he might as well go home. I make this statement because I see that it has not been brought out in the evidence; and, as I might be accused in the future of knowing something that I had not told the Committee, I thought it only fair to place myself in the proper position at once, by stating what actually took place.

By Hon. Mr. Bowell:

1353. Had you any conversation with Mr. Mackintosh in reference to this matter?—I feel quite positive I never had any conversation with Mr. Mackintosh, in regard to that tender, from the time the question was opened here. Being on friendly terms with Mr. Mackintosh, I know I met him, and I might think that he would say something, but I thought that he might judge that I was taking an interest in and looking after Mr. Boyle's tender, as I expressed the view publicly that I thought Mr. Boyle's tender was the lowest *bond fide* tender, and that the others were put in merely to be used to assist MacLean, Roger & Co.; but I have no recollection of Mr. Mackintosh having any conversation with me on the subject at all. I feel positive that he did not. I am quite certain that he never asked me to give him any assistance. If I ever spoke to him of the contract at all, it must have been a mere passing remark that had no significance or importance.

By Mr. Ross:

1354. You say, Mr. Costigan, that before the matter was finally closed, Mr. Boyle's tender was withdrawn; you saw his letter of withdrawal, did you?—No.

1355. You did not see it until it appeared in print?—No.

1356. Did you know that Mr. Boyle's tender must have been withdrawn before the contract was awarded to MacLean, Roger & Co., according to our practice of giving it to the lowest tenderer?—I supposed that, the contract having been awarded to Mr. Mackintosh, if he failed, the next lowest tenderer would come in for it in the usual way.

1357. Did it occur to you, then, that it was quite possible, as Mr. Boyle's tender was withdrawn, that Mr. Charlton did pay him that sum of money mentioned to you?—Well, I must admit that after Mr. Boyle had retired, and when I heard this matter talked over, as it was talked over frequently through the town, and as there seemed to be a general impression that that was the way Mr. Boyle had retired from the contract, notwithstanding the confidence I had in Mr. Boyle, I was rather in doubt whether there might not be something in it; and I felt sore about it. I admit that. But when I saw the evidence, and judged that from what I knew myself, I was satisfied, and I am quite satisfied to say now, that I have not the slightest doubt of it at all.

By Hon. Mr. Aikins:

1358. At that time you had not heard from Mr. Boyle at all?—No; I say I felt some doubts—I felt that there might be something in it, just from hearing it repeated by everyone, and hearing nothing on the other side. There was no explanation given, and I could not give any at the time. But, having since heard all the evidence, and knowing the circumstances of the man, I am thoroughly satisfied that there was nothing wrong on the part of Mr. Boyle.

JOHN COSTIGAN.