

Q. A pure and simple gamble where you had no legal commitment to pay?—A. Do you mean I was trying to take advantage of it?

Q. I do not mean that.—A. What do you mean?

Q. You said you felt morally bound?—A. Yes.

Q. But you had no legal commitment to pay?—A. No, I had no legal commitment to pay.

This last payment made by Moyer of \$16,000 was not made by him until the 26th day of May. (B63.)

The whole purchase from Sifton is one surrounded with mystery. The story of which, as at present given by the witnesses, is as follows: One, Moyer, was an Ottawa solicitor, acting for the late Mr. Sifton, who had been solicitor for the Beauharnois syndicate from September, 1927. The payments made by Moyer are perhaps best dealt with in his own language as given to the Committee on Wednesday, the 6th April, upon his having been recalled, at his own request, to correct his evidence and is as follows:—

Q. As I understand it, you want to make a correction in what you then said?—A. Yes. When I was examined previously I was speaking from memory of events that had happened four years previously. Since then, as Mr. Smith has suggested, I have obtained the definite records of the banks in which certain deposits were made and certain cheques issued. You will recall, Mr. Chairman, that my evidence dealt with three payments to the Marquette Investment Corporation for part interests in my name on behalf of my principal, the late Winfield B. Sifton. Those three payments were \$15,000, \$15,000 and \$16,000 respectively. On March 31, 1928, I deposited \$15,000 in cash in the Bank of Nova Scotia, New York. On April 4th I issued a cheque for \$15,000 to the Marquette Investment Corporation. That cheque, I believe, the records before the Committee will show was cashed by the Marquette Investment Corporation on the 6th of April. That disposes of the first payment. Now, the second payment. On the 17th of May I deposited in the Bank of Nova Scotia, New York, a second payment of \$15,000. On the 18th of May—by the way, this second deposit was by way of a bank draft. On the 18th of May, the next day, I issued a cheque for \$15,000, to the Marquette Investment Corporation.

By the Chairman:

Q. That was the second instalment on the \$30,000?—A. That is correct. This second cheque, I believe, was cashed by the Marquette Investment Corporation on the 19th of May. That disposes of the second payment. And the third payment: On May 23rd I deposited in the Standard Bank, Ottawa, a bank draft for \$16,000. On the 26th of May I issued my cheque in favour of the Marquette Investment Corporation for \$16,000. This cheque was cashed by the Marquette Investment Corporation on the 1st of June.

Q. That was the 10 per cent on the 1,600 shares, was it?—A. That is correct.

By Mr. Smith:

Q. And you have also learned that your subscription for those 1,600 shares was made on the 10th of May, 1928?—A. That is correct.

By the Chairman:

Q. That is the second 1,600 shares?—A. Yes.