

*By Hon. Mr. Reesor :*

1497. Did you see him hand the letter to Mr. Cotton?—Well, I would not be positive about that either.

1498. But you saw the letter?—I saw the letter. Mr. Boyle told me that he was sending in his withdrawal, and I approved of it very much.

1499. Did you see the letter after Mr. Cotton got possession of it?—No, sir; I did not.

*By Mr. Ross :*

1500. You saw him give the letter to Mr. Cotton?—I might have, but I would not swear that I did.

*By the Chairman :*

1501. What made you approve of Mr. Boyle's withdrawing his tender?—I thought that Mr. Mackintosh had got the contract, and would keep it.

MICHAEL STARRS.

MONDAY, 28th April, 1880.

ALEXANDER MACLEAN appeared and gave further testimony.

*Witness :—*I find at question 962 of the evidence, that Mr. Cotton said he was "advising Boyle in the interest of MacLean, Roger & Co., to negotiate with them." If he means that he was acting for us, or was in any way our agent, such was not the case. He was in no sense an agent of ours, nor could he take any responsibility on our behalf.

*By Mr. Ross :*

1502. Mr. Roger swore he gave Mr. Cotton a suit of clothes. If he was not acting in your behalf or interest, why make him a present?—It was not a question that arose in any way in the firm, between Mr. Roger and myself, as to whether he should give Mr. Cotton a present or not; it was simply an impromptu act on Mr. Roger's part, not because Mr. Cotton was an agent of ours in any way. There was an old friendship existing, and they had been intimate in some way,—a case of employé and employer. I don't think that Mr. Cotton was entitled to anything, but Mr. Roger gave him the present.

*By the Chairman :*

1503. Then what prompted him to give the gratuity?—Mr. Roger can better answer that than I can. Mr. Cotton was in no sense an agent of ours.

*By Mr. Wallace :*

1504. He was not a representative of the firm at all?—No.

*By Mr. Ross :*

1505. What other question is there regarding which you wish to make an explanation?—In regard to question 1011, I may say, that if Mr. Cotton implies that he was concerned on our behalf, or at our invitation, or at our instance, it is not so.

1506. The question is, "You were engaging in this matter in the interest of MacLean, Roger & Co.?—Yes." Was it not your interest that Cotton should obtain the withdrawal of Boyle's tender?—It might have been our interest, but the statement conveys the idea that Cotton was acting as our agent.

*By Mr. Wallace :*

1507. Was he acting with your consent or by instructions from the firm?—He had no instructions from us, and was not acting with our consent. Mr. Charlton was our agent in all this matter, and Cotton had not our authority in any respect.

1508. The question in regard to agency that would cover the whole ground would be whether you repudiate Cotton entirely as the agent of MacLean, Roger & Co.?—I am quite prepared to do so. I repudiate entirely the idea that he was our agent.