

That is the last I ever heard of it. I may say in further explanation that it has been the practice of the Department of Justice, I believe, always when cheques are issued for payment of damages, to make them payable to the order of the agent of the Minister of Justice and the party, and the agent of the Minister of Justice is then held responsible for the delivery of that cheque to the proper party, and the cheque bears his endorsement as an identification of the party.

Q. Did you charge Mr. Fitzgerald anything for your services?—A. No. I was employed by the Minister of Justice, and my bill, some \$16, was paid some time later on by the department.

Q. On page R—22 I find items "Land and damages" at Somerville and Fenelon, and an item of "John L. Brown, east part lot 21, con. 7, \$100." That is at Fenelon. Will you be good enough to tell us what your connection with that item was, Mr. McLaughlin, please?—A. Yes. This is an item that occurred before I was appointed Crown Agent.

Q. I am not asking you that. When were you appointed government agent?—A. About a year ago; that is the first thing I ever got. The first instructions were in the Fitzgerald matter. That was in July, a year ago.

Q. Who was the government agent before that time?—A. Mr. Barron, of Lindsay, now Judge Barron. He is in Stratford now. And before that time, Mr. Moore.

Q. Now, be good enough to tell us about the Brown item; what do you know about that?—A. This is a matter that occurred long before I was appointed agent of the Minister of Justice. It was a claim for flooding of lands. It was not a claim for expropriation. In the year 1891 the dam at Fenelon Falls had been raised from 21 to 22 inches, and there had been flooding from that time on until this time. That was in 1896 that I took up the claim for Brown and some twelve or thirteen others. We were employed as solicitors for the parties in that case. It was a dispute case, not a case of expropriation where land had been surveyed out and purchased by the government; but there was a report by the superintendent and engineer that the dam was not raised so as to cause the damages by flooding, owing to the fact that a bar had been blasted out of the mouth of the river and the slide had been deepened, so that the effect of the dam was not to raise the water beyond what it was before. These claims had been in dispute for a number of years, and a number of the people interested employed our firm to prosecute their claims. We were employed first in the fall of 1895 or the early winter of 1896, before the general election and before the government changed; and we had taken some proceedings on behalf of some parties, if not on the part of the whole. It was entirely a matter between solicitor and client, and I submit that it is not really any person's affair what I charge my clients for my services or what they paid me.

Q. Do you object to tell how much Brown was charged by you?—A. No, I do not; although, as I say, it is nobody's business. He paid me \$18.

By Mr. Cowan:

Q. On a \$100 claim?—A. Yes, he was allowed \$100.

By Mr. Hughes:

Q. Did you have an understanding with the parties that they were to pay you 20 per cent of the damages they were allowed?—A. No, sir. The parties employed me without any understanding.

Q. Who employed you first?—A. Mr. Isaac and Mr. Pearn employed me first.

Q. There was no understanding with Brown about paying you 20 per cent?—A. No, I do not think there was. I may say this: I did not charge him 20 per cent. Some of them were of opinion that the expenses might come too high, and at a meeting of a number of farmers at Fenelon Falls we were asked how much it would come to, and some of them suggested that a percentage should be charged. I said: No, I