

that no money had been paid during May or June, 1883, on account of that work. The Committee, therefore, consider it to be fairly proved that at least the \$4,000 deposited on 1st June, 1883, came out of the amount paid on Larkin, Connolly & Co.'s cheque of 1st June, 1883. It appears that, as regards this \$10,000, it did not reach the hands of Thomas McGreevy, but in some way was appropriated by Murphy and Robert McGreevy. It is proved that in April, 1885, when the auditors were auditing the books of the firm, they declined to pass the charge for \$25,000 unless vouchers were produced. Murphy was the cashier at the time and he produced the three notes admitted to have been appropriated to Thomas McGreevy and the two demand notes. These two latter were made and endorsed "Larkin, Connolly & Co., per O. E. M." and apparently were never in a bank or in the hands of any other party than Murphy himself.

On the other hand it is admitted by Thomas McGreevy that about \$15,000, paid by the firm in connection with the Cross-wall contract, went towards paying the judgment against him, and the Committee cannot accept his statement that he was ignorant of the source of these funds, nor can they find that his alleged contribution of a similar amount towards the purchase of *Le Monde* newspaper, affects the present question.

The conclusions of the Committee as to the charges against Thomas McGreevy, in connection with this contract, are, therefore:

(1.) That in the year 1883, Larkin, Connolly & Co., amongst others, tendered for the Cross-wall, and that before tendering, and in order to secure the influence of Thomas McGreevy, they agreed to take into partnership with them Robert H. McGreevy, brother of Thomas, giving him thirty (30%) per cent. interest in the work and that this was done with the knowledge of Thomas McGreevy.

(2.) That among the parties tendering were George Beaucage and John Gallagher. That with the knowledge of Thomas McGreevy the tenders of Larkin, Connolly & Co., of Beaucage, and Gallagher were prepared by members of the firm of Larkin, Connolly & Co.

(3.) That while the tenders were being examined and quantities applied in the Department of Public Works, Thomas McGreevy obtained from the late John E. Boyd, an Engineer in the Department of Public Works, information in relation to said tenders which he communicated to Larkin, Connolly & Co., before the result of the application of quantities to the tenders was officially known.

(4.) That to the knowledge of Thomas McGreevy, the tenders of Gallagher and Beaucage were lower than those of Larkin, Connolly & Co., but that Thomas McGreevy co-operated with O. E. Murphy and Robert McGreevy to secure the acceptance of the tender of Larkin, Connolly & Co.

(5.) That in July, 1883, Thomas McGreevy received from the proceeds of certain notes for five thousand dollars each, made by the firm of Larkin, Connolly & Co., and endorsed by Patrick Larkin and Owen E. Murphy and N. K. Connolly respectively, the sum of \$14,344.51.

### CHARGE No. 3.

CONTRACT FOR THE COMPLETION OF THE LÉVIS GRAVING DOCK, 23RD JUNE, 1884.

"That in the year 1884 the said Thomas McGreevy agreed with members of the firm of Larkin, Connolly & Co., to secure for them a contract for the completion of the Graving Dock at Lévis, on condition that he should receive from them any excess over the sum of \$50,000 of the contract price, and that, accordingly, the said Thomas McGreevy afterwards received from the said firm the sum of \$22,000."

23. That in 1884, Thomas McGreevy, then and now a member of the Parliament of Canada, and a member of the Quebec Harbour Commission by appointment of the Government, agreed with the firm of Larkin, Connolly & Co., and certain members thereof individually, to secure for them a contract for the completion of the Graving Dock of Lévis, one of the conditions of the agreement being that he, Thomas McGreevy, should receive any excess over the sum of \$50,000 in the contract price.