

9. Were you aware that there was any other document than this?—I know I was instructed to draw a certain document, and intended to; but if that is the document it does not carry out the instructions, because it misses out one thing from the instructions I got. The point is this: We have so many transactions that I cannot swear how this was prepared, except that it has my name on the back of it. I know that I got instructions to draw an agreement, and that carries out the instructions with the exception of one omission. [Document put in.] That was prepared between the 12th and 18th March, 1907.

10. *Hon. Mr. Hislop.*] Was that ever accepted by Mr. Macdonald?—No.

11. You had the principal negotiation, I believe, of the whole matter with Mr. Macdonald?—In 1906 the matter was put in my hands, and I saw Mr. Macdonald with regard to getting a bit of land from him for the purpose of widening the street.

12. Do you remember your telling me that you thought the thing would shortly be settled because Mr. Macdonald was himself procuring the title to the land?—I wrote to that effect to the Town Clerk on the 17th January, 1907.

13. Do you not remember speaking to me as well?—I do not remember it.

14. Do you remember my becoming impatient at the negotiations not terminating?—In March you wrote to me about the matter.

15. And did you ever understand that agreement or so-called agreement as a matter completed between the Corporation and Mr. Macdonald?—No, I was to submit it to Mr. Macdonald.

16. As our proposal?—Well, I understood that. I never got any definite statement from Mr. Macdonald about the matter.

17. You knew what we were wanting?—I knew that we wanted to widen the street, and to do it by agreement.

18. We wanted to avoid the Public Works Act?—That is so.

19. Do you remember my suggestion to you some time before as to whether we could not do it by getting the mere consent of the tenant?—That was suggested to me by you, but I did not agree with it.

20. And then you wrote to the Town Clerk, and do not remember whether you told me afterwards that you thought the difficulties would be overcome as Mr. Macdonald was getting a title?—Yes; it was a Native title.

21. And it takes a long time to get that through?—Yes.

22. You remember that I was rather anxious to get the Council committed to it before the expiry of my term, lest I should not stand again as Mayor?—Well, I had that impression, but I do not know where I got it from.

23. I suggest that you got it from me?—Well, I cannot remember. It would be from you, the Town Clerk, or the City Engineer.

24. But you had that impression?—I know that it was attempted to get that work through that year. It was on the estimates.

25. And the estimates lapse at the end of March unless the Corporation is committed in some way to a work?—Yes.

26. If we had entered into an agreement before the end of March, and it was signed, then we were committed to the work?—Yes, that is so.

27. *Mr. Witty.*] When did you first find out that the half-cost of the wall was not mentioned in the draft agreement?—Not until yesterday.

28. And you said the agreement was presented?—I said, a copy of the agreement drawn according to original instructions.

29. And Mr. Macdonald would not accept it because of the payment wanted for the wall?—I never discussed this proposal with Mr. Macdonald. He did not answer my letter.

30. What area is mentioned in the draft agreement?—The draft went to Mr. Macdonald with a plan. What the plan would show is decimal four ($\frac{4}{10}$) of a perch. The plan dated the 29th April would show that. There were two plans prepared. They were sent to Mr. Macdonald—one to keep, and one to send back. None came back.

31. *Mr. Macpherson.*] Is the draft agreement—the one just read—the one acted upon between the Council and Mr. Macdonald?—No; those were the terms submitted to Mr. Macdonald which he did not accept. I have a complete copy of the final agreement. We never look upon agreements as final until they are signed. This is a copy of the agreement finally come to. There is no plan attached to this copy. (Committee already had a copy of the final agreement.)

32. *Hon. Mr. Hislop.*] Have you any estimate from the City Engineer as to a three-story building?—Yes, £234 13s. That was the estimate prepared on the assumption that we were to build a wall that would hold a street and carry a three-story building. [See Appendix L.]

33. *Mr. Hogan.*] What terms did you say were missed out?—The half-cost to be paid by Mr. Macdonald for the wall. When we draw a document we keep it if we can. A lawyer keeps a copy of every paper he prepares. When an agreement is completed he makes an office copy. I found this copy amongst my papers, and what I have to explain now is how it got there.

34. But it was in its proper place?—Yes.

35. If that draft was not the draft of the subsequent agreement acted upon, would it not be usual to destroy it?—No; the rule in a lawyer's office is to keep all papers.

36. Even if you attempted to prepare five or six agreements, and eventually you completed one, you would keep all those drafts?—If the draft was according to instructions, you would.

37. *Mr. Remington.*] But evidently this was not according to instructions?—In a lawyer's office you destroy none. If you knew you had made a mistake in it you would destroy it, but not otherwise. I prepared that document according to instructions, but in this draft overlooked one of the terms of the instructions.