

Witness—I never discussed it with him—discount or price, or anything.

Cross-examined by Chas. McCrea (Sudbury), the Minister said that Mr. Hogarth's recommendation of Sterling trucks had not been in writing. Calling on Parkins, he said, he had not mentioned prices, nor did he know them until the tender was opened. He had asked Mr. Hogarth to be at his office early on December 30, as only one day remained on which to purchase at the ruling price. He had not intimated in any way to his callers that it was "all arranged to close the deal with them." On Mr. Hogarth's arrival, he said, he had looked over and signed the tenders, but he did not know until Hogarth came whether or not the Parkins tender would be accepted.

Mr. McCrea—Did you ask Hogarth if any other tender had been made?

Witness—No. I asked him if this was the best price he could get for Sterling trucks.

Mr. McCrea referred to a rumor that the Minister's McLaughlin car had been overhauled at Parkins' garage in return for or recognition of the acceptance of his tender. This the Minister warmly denied.

That Bill for Driving Cars.

"Who fixed the \$50 price to drive the trucks from Dundas?" went on Mr. McCrea.

"There was no such price," was the reply. "The whole thing is poppycock."

Complete corroboration of the Minister's testimony was given by Chief Engineer Hogarth, who acts as purchasing agent for the Highways Branch. Mr. Hogarth explained investigations he had carried on over several months regarding types of truck for roadwork, and said that a virtual agreement was reached by the department in December, 1919, to give preference to Sterling trucks. Hon. Mr. Biggs, he said, had not influenced that decision in any way. The department, in that month, had come to know of an impending increase in the list price of Sterling trucks and was anxious to buy on the prevailing rate.

Witness went on to explain his signing of the contract as "approved" on December 29, whereas his signature was actually dated December 30, on the ground that "the business was to be closed on December 30." He and the Deputy Minister, he said, knew that, if the prevailing lower price was to be secured, the order for the trucks must be sent in on December 30, and for that reason they had so dated it, though signing it on the previous day. Parkins had signed nothing in the Minister's office, he said. Witness did not know from where Parkins secured the specifications as listed in his tender. The department had not given out these specifications, but the Minister, he said, knew what they were to be. The only tender received at the department had come from Parkins.

Seems Without Precedent.

Mr. McCrea—Do you know of any deal of this magnitude where tenders were not advertised for or competitive tenders invited?

Witness—No, not of that size.

Mr. Curry—You had determined that there was no possibility of competitive tenders in this case?

Witness—Yes.

Mr. McCrea attempted to get from the witness the names of other companies from which trucks were being secured, but the Chairman ruled this to be out of order. Heated discussion arose, and the Chairman's ruling was appealed. By a vote of 19-7 the Chair was sustained, and discussion turned upon differences, in Hogarth's opinion, between the Sterling and other makes of trucks. The witness enumerated several types which, in his opinion, were inferior. Since the "deal" under discussion, Mr. Hogarth said, the department had purchased several Sterling trucks, securing them at the "old price" because of their former large order.

ALLOW APPEAL IN O.T.A. CASES

Government Brings in Two Amendments to O.T.A. Act

Except for the Hydro legislation and one or two non-controversial items from the Department of Education, the Ontario Government laid the whole of the balance of its legislative proposals on the table of the Legislature yesterday. As has been generally known for some weeks, the Government proposes to allow appeals under the O. T. A. to the senior County Judge, on the evidence taken before a Magistrate. It will wash its hands of the liquor export business. Incidentally, it became known, although not announced on the floor of the House, that various other O. T. A. amendments which had been under contemplation by the Government have been dropped. Next session may see a general revision of the O. T. A.

Proposed Amendments.

In introducing the two amendments to the O. T. A. Attorney-General Raney said: "It is proposed to give the right of appeal in cases under the O. T. A. to a senior County Judge on the record of the evidence before the Magistrate." Ten days' notice of appeal to the prosecutor or the Magistrate is necessary for the accused to have his case taken to appeal. Where the senior Judge of the county in which the appeal is made is ill or absent, the case must be taken to the senior Judge of an adjoining county. The amendment with regard to the export houses, he said, substituted for the word "warehouse" the words "bond liquor warehouse," so as to make the act conform with the Manitoba act. "We propose," he said, to leave the export business in the hands of the Dominion Government, exercising no judgment whatever with regard to premises, providing only that bond liquor warehouses shall be excepted from the provision of the act."

Regarding Marriage Licenses.

Radical change in the handling of marriage licenses is proposed in a measure introduced by Provincial Secretary Nixon. By the terms of the bill all present holders of power to issue marriage licenses, jewellers principally, are automatically cut off from that privilege, and the right to issue licenses is placed in the hands of municipal clerks, who are given certain powers with respect to the appointment of assistants, and it provides for certain adjustments in the matter of marriage license fees. The amount of the license fee, \$5, has not been changed, but \$4 of the fee reverts to the Government. Duly ordained women are also by the act permitted to perform the marriage ceremony.