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SEE THEM IN THIS WEEK-END PROGRAMME

(Continued from page e8.)

from the Dominion Iron & Steel Company or from the "Bessemer," as a consideration for the modification of the so-called Wolvin-Coker Agreement?

A.—Did I say that I suggested it?

Q.—You said that you suggested it to him in your testimony.

A.—Well you see there were two incidents.

Q.—I want to know the first time it was suggested by you. You said it was suggested by you?

A.—I don't think so.

Q.—Well then is it not a fact that it was suggested by you to Sir Rich-Squires?

A.—It was not; not by my recollection.

COMMISSIONER.—I think what he said was that he had a conversation with Sir Richard, and that that matter was brought up at that conversation by him, but that he had heard of it before.

WITNESS.—Yes, it was suggested to me before.

MR. LEWIS.—When did you first become acquainted with the details of the Wolvin-Coker agreement?

A.—When it was before the public, under discussion, that is, under discussion as to the amount to be paid as export duty by the company, if I remember aright.

COMMISSIONER.—That was before it came before the House?

WITNESS.—Oh yes, for some time it was public discussion. Coker was looking for \$1.00 per ton.

MR. LEWIS.—What year was it when it first came up?

A.—I think it must have been the early part of 1920.

Q.—Was that the first knowledge you had of the matter? *

A.—Yes.

Q.—When it became public property in 1920?

A.—I had heard it also in political circles.

Q.—Prior to that?

A.—Prior to that.

Q.—Was it not public property for some time.

Q.—It is true that the agreement was finalized by the Act of Legislature in July, 1920—

COMMISSIONER.—No, August, 1921, (think in the Legislature.

MR. LEWIS.—Yes, August, 1921. (To Witness) Your first information of it then was in July, 1921?

A.—I don't know. I don't say that.

Q.—Haven't you any recollection of it?

A.—I have told you.

Q.—At the time it was ratified?

A.—No. I said I had heard it in political circles; this particular matter, when Coker was looking for \$1.00 per ton.

Q.—Did you say that in your direct testimony?

A.—Yes.

Q.—Don't you remember what time it was?

A.—I don't know the month, because it was of no importance to me.

Q.—But you did know it in July, 1921, when it was ratified?

A.—That is my answer; yes.

Q.—Were you then in office as Junior Controller?

A.—I was not.

Q.—You were not? In 1921?

A.—Yes, in 1921. I thought you were speaking of 1920, of the early part when that thing became known.

Q.—Do you remember seeing that

Q.—And were you not interested in that?

A.—Not more than any member of the party watching the movements of the political chess-board.

Q.—Do you remember what impression, if any, these clauses, made on your mind?

A.—Do you mean as a politician or as a citizen?

Q.—Politician or citizen? I should think you mean "politician or statesman".

A.—No, "citizen". We have no statesmen here.

Q.—No statesmen? I suppose that the Colony was full of statesmen.

COMMISSIONER.—Evidently, Mr. Meaney does not agree with you. I am not prepared to decide which of you is right.

MR. LEWIS.—I presume your Honour would find it difficult.

COMMISSIONER.—At any rate, I am not going to try.

MR. LEWIS. (to witness).—What were your thoughts as to the two clauses you refer to, as to their effect upon the affairs of the Colony—did you think they would be beneficial or otherwise?

COMMISSIONER. (to Mr. Lewis).—Do you mean the "elimination" of them?

MR. LEWIS.—No, I am questioning him as to what his thoughts were in regard to the value of these two clauses to the Colony.

WITNESS.—As regards the Act as it stands now I could not express any opinion.

COMMISSIONER.—Do you think as they stood then they would be beneficial to the Colony?

WITNESS.—I thought they would not.

MR. LEWIS.—By what process of reasoning did you arrive at that?

A.—I regarded the burdening of companies doing business in the Colony with what apparently was needless expenditure would hamper their operations in the field of productive development.

Q.—Did you discuss that subject with anyone, whose name you now recall?

A.—I may have discussed it with a great many politicians. I was no member of parliament.

Q.—Did you discuss it prior to its ratification?

A.—At the time of \$1.00 per ton, yes. I don't know that I ever discussed the other matter.

Q.—You say you thought the clauses would be beneficial to the Colony?

A.—That is my opinion.

Q.—Would you know it being a man of great public interest—if it would be beneficial had a smelling plant been erected under the terms of that contract? Would it not give additional employment to the labour of Newfoundland?

A.—Yes, if it were feasible.

Q.—And you regarded it as not feasible?

A.—I did, and I would have fought it if I had been a member of parliament.

Q.—Did you know the agreement had been negotiated by Mr. Wolvin on behalf of the Company?

A.—I did not. I did not know that Mr. Wolvin's name was mixed up in it. I thought it was negotiated by

A—I have had none as a lawyer, thank goodness.

Q—You have had experience with lawyers, of course?

A—Yes, and I know nearly all of them.

COMMISSIONER—And that has changed your opinion of them?

MR. LEWIS—You knew that if that agreement were finalized and became operative, the two companies with which it was made would be called upon to expend large sums of money in new plants?

A—According to the contract they were under obligations.

Q—That is not the answer to my question.

A—in my opinion a contract of that kind generally is a contract whereby the Company is under obligation to give a portion of the money that would be made in the employment of labor in Newfoundland.

Q—Could they expend the money in the construction of plants?

A—Perhaps they would.

Q—But it would be largely expended in labor, would it not?

A—I presume so.

Q—The labor claims would then to a considerable extent justify the causes?

A—While in construction, yes.

Q—Now did you discuss with your friends, at or about the time of the completion or ratification of the Walcott-Coker, any part of the details of that agreement or any of the clauses to which we are referring?

A—No.

Q—Did you not say you did?

A—I did not say I discussed with anybody the two clauses.

Q—Did you discuss them with anybody?

A—in a general way with my political associates, yes.

Q—Did you speak of the advantages that would accrue to Newfoundland as a result of the completion of that agreement?

A—I think I spoke of the disadvantage that would result.

Q—Did you oppose the ratification of the agreement?

A—My opposition would have no effect.

COMMISSIONER—(To Mr. Lewis): How do you mean oppose it?

MR. LEWIS—He discussed it, but he says he regarded it as not a favorable contract. I asked him if he opposed it in these discussions.

COMMISSIONER—Ah, the discussion. He could not oppose it in the House, and that is the only opposition I believe that would be effective. (To witness): Did you express your disapproval of these clauses to your political associates?

A—Not very particularly. In a general way, I did. Merely as a general opinion. I don't know if the opposition would be worth a straw.

Q—You testified, Mr. Mooney, in your direct examination that you were introduced to Mr. James Miller by his sister. Is that true?

A—That is true.

Q—in the later part of 1920 and he early part of 1921?

A—Some time in the I think.

Q—You also testified that was the first time you had met him?

A—Yes, the first time to know him. I had seen him before as a citizen going around.

Q—Had you any other speaking

have the employees of his company at Wabana get home to vote for you?

A—No sir.

COMMISSIONER—Was that the 1919 election?

MR. LEWIS—I understood Mr. Miller to say that he did.

COMMISSIONER—I must see that the questions which are the foundations of your questions are correct.

MR. LEWIS—it is my recollection that Mr. Miller testified that in 1919, he looked after the voters in that district.

COMMISSIONER—I don't think that was in 1919. I understood Mr. Miller to say he went the voters home before the Bay de Verde bye-election of 1920.

MR. LEWIS—(To Witness)—Sir Richard assisted in financing your campaign?

WITNESS—I don't know that Sir Richard Spence contributed to it.

Q—Did you confer with him during that period?

A—Yes, as leader of the party handling campaign funds.

Q—Did you solicit his help?

A—He asked me to become a candidate for office, and the solicitation was on his side.

Q—Then did you stay away from him?

A—No, I went to see him.

Q—What was the business of your going to see him?

A—to discuss campaign matters.

Q—He advised and consulted with you on the campaign?

A—Most decidedly.

Q—And did you come to him for assistance?

A—The campaign funds paid the expenses, with the exception of a little—what I paid myself, expecting to get it back, but did not.

Q—How long had you known Miss Miller when she introduced you to Mr. Miller?

A—I said it was in 1920.

Q—in your direct testimony, did you not say it was in the latter part of 1920, or the early part of 1921?

A—But it would be just as likely to be in 1920 as in 1921.

Q—Can you fix the time?

A—I cannot, sir.

COMMISSIONER—I think, Mr. Mooney, you can fix the time in a cer-

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Q.—No.
Q.—Did you ever see it?
A.—Since it became an Act of Parliament, yes.
Q.—Did you know of it as long before it became an Act of Parliament?
A.—I have no recollection. I don't remember ever having read through the whole thing, but I referred to these two clauses particularly because they came under my notice.
Q.—How did they come under your notice?
A.—Because I had looked over the Act.
Q.—Without anybody suggesting it to you?
A.—Yes.
Q.—You knew they were there now?
A.—Because I read it.
Q.—Before it was ratified?
A.—No.
Q.—I want to know when did you know of it?
A.—I have given you my answer two or three times. Tell me what you want?
Q.—I want to know when you first ad knowledge of the existence of those two clauses?
A.—I told you when it was in public discussion, before Parliament, and subsequent to when it became an Act of Parliament.
Q.—Did you read those two clauses before they became an Act of Parliament?
A.—I don't think I did. It was not my business.

production?

Q—Did not know him prior to the introduction, and had no speaking acquaintance with him prior to that time when you met a candidate in 1919 for the Harbor Grace—

A—Harbor Main.

Q—Yes, Harbor Main constituency?

A—Yes.

Q—Did not Mr. Miller actively support you in that campaign?

A—No, I wanted no person's support but my own.

Q—Did not Mr. Miller assist you in getting the voters of that constituency?

A—Not to my knowledge, nor could he do so with my approval.

Q—Do you now say that your first acquaintance with him was in the latter part of 1920?

A—I did not. I said some time in 1920, presumably the early part.

Q—In your previous testimony you said the latter part of 1920 or the early part of 1921.

A—I don't think I am bound down to a hard and fast statement. I am not sure where it was in 1920, but I don't know what time.

Q—Where were you when you got at introduction?

A—To the best of my recollection was in Howard Reid's office in the bank of Nova Scotia Building.

Q—You had no business relations with him, I presume, at that time?

A—No.

Q—Did you have any knowledge from any source whatever that he was elected in 1919 Mr. Miller arranged to

tain extent?

A—It was before I met Mr. Miller, shortly before.

COMMISSIONER—We know that you deposited or she deposited to certain financial transactions between you in 1920. How long before that had you known her?

A—Not very long before.

Q—But would it be months or years?

A—Maybe a couple of months—two or three.

Q—You knew her two or three months before November, 1920?

A—I think that is correct.

MR. LEWIS—Would it be as early as August, 1920?

A—Probably.

Q—When did you know of the fact that Miss Milley had Sir Richard's power of attorney?

A—When she came to me for the first loan.

Q—That was in November?

A—Yes.

Q—Did she show it to you at that time?

A—She told me she had it, and I took her word for it.

Q—Now to get back to these two clauses of the agreement. You said you regarded them as unfavorable to the Company?

A—No. I don't think I said unfavorable to the Company. Perhaps I did, but I certainly don't remember saying so. I regarded them as unfavorable to the Company.

Q—Well then did you regard them as unfavorable to the company?

work for the benefit of the journalist.

MR. LEWIS—Then you would just know the general business of the country?

A—I have a knowledge of the industry because the first work I went after was fishing. Then I worked with the railroad. I have a knowledge of that. I think I understood your term. What I thought you were referring to was as to my knowledge of the business carried on by any of the bigger business houses in the country.

Q—What I want to know is your knowledge of the general conditions of the country?

A—I always took a fairly good interest in the affairs of the country.

Q—You knew that no large corporation could carry a great addition to its plant, without creating a bond issue?

A—I do not know.

Q—Well you know that that is the general practice and custom with large concerns and corporations?

A—It may or may not be the custom; but I have no knowledge about custom.

COMMISSIONER—You know that this company would not be able to maintain an expenditure of three million dollars, without borrowing from some one?

A—Well, the "Benco" people might have to raise it in L. O. E. if they want to do it at all. I have no knowledge of their business affairs.

COMMISSIONER—It is quite possible that they would have to borrow.

Q—Do you know if there was any suggestion made by any one official of either Company that in the event of any failure to bring about the merger that neither Company would be able to continue under that agreement and that a separate agreement would necessarily have to be made between the government and each Company?

A—No.

Q—You never heard that suggested before?

A—No. This is the first time I heard of such a suggestion.

Q—When did you meet Mr. D. H. McDougall for the first time?

A—In 1920.

Q—Whereabouts?

A—At the Grosbeak Hotel in St. John's.

Q—Can you tell me what the occasion was?

A—I met him in a social kind of way.

Q—Did you have any acquaintance with him prior to that time?

A—No, no speaking acquaintance.

Q—When were you first introduced to him?

A—I have no recollection.

Q—You had a speaking acquaintance with him?

A—Yes.

Q—Do you recall being introduced to him or is that you were never introduced to him?

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