

The Enquiry Conducted By T. Hollis Walker, K.C.

(Continued from page 4)

A.—No.

Q.—Nothing was said on the subject?

A.—No.

COMMISSIONER.—Nothing said to him about in any way being mixed up with your finances, while you were away?

A.—Nothing with the exception of the \$2,000 or \$3,000 liability.

MR. LEWIS.—That was a purely political matter, and not related to the carrying on of your business?

A.—No.

COMMISSIONER.—And in this do you include the Daily Star—in your business?

A.—There was nothing said about the Daily Star. He was not asked to finance the Daily Star.

Q.—Was anything said about advancing any money at all during your absence?

A.—Nothing more than the \$2,000 or \$3,000 at Bell Island.

Q.—Nothing for you, or for your business, or for the Daily Star?

A.—No.

Q.—Just now you said nothing other than the \$2,000 or \$3,000. I don't quite understand that. He had already incurred that liability before you went?

A.—I don't know that the money had been paid over.

Q.—But he was responsible for that?

A.—Yes.

Q.—He incurred liability to the amount of \$2,000 or \$3,000?

A.—Yes, he told me that.

Q.—And he let you suppose that he was not a man in a position to bear such liabilities of that size?

A.—He said he was not prepared to pay that \$2,000 or \$3,000 for political purposes.

Q.—That was never a claim against you?

A.—Before the Bay-de-Verde by-election Mr. Miller and I had a conference. In this conversation he said he was going to help out at Bell Island by sending men working in the mines home to vote. Then in order to get them there he incurred liabilities to the amount of about \$2,000 or \$3,000.

Q.—Was that liability for the cost of men's wages and cost of men's transport?

A.—Yes. Whatever the expenses were, it was at first thought that the company would pay the men's wages, and if not he said the amount would total between \$2,500 and \$3,000.

Q.—I understood when I had the last conversation with him that he had an idea the company were not going to do that, that the company might not be prepared to do that, in which case there would be the entire liability resting on his shoulders, for which he would be ultimately responsible, for which I would be ultimately responsible as leader of the party to the amount of \$2,500 or \$3,000.

Q.—That is exactly what I already have. This was not a new claim which was coming up against your business. This was past history when you went away in August, and was not a claim that would apply to your business while you were away?

A.—I would have nothing at all to do with my business.

Q.—Had this \$2,000 anything to do with your business while away?

A.—Nothing whatever. My reason for mentioning that, if you listed to me—

Q.—I hope I always do that.

A.—There were other claims than that particular amount outstanding on August 3rd, for other districts, that would be handled by others during my absence.

Q.—But not by Miller.

A.—Nothing was said to him about advancing any money during my absence, nothing about financing his estate for me, or for my business or the Daily Star.

Q.—Nothing for you, for your business, or for the Daily Star. Is that right?

A.—Yes, that is right.

MR. LEWIS.—Sir Richard, you have testified that you left Montreal for New York to negotiate with the Commercial Cable Company in December, 1921?

A.—Yes.

Q.—You had such negotiations with the Company?

A.—Yes.

Q.—And in the course of those negotiations were you asked for information as to the physical condition of the lines?

A.—I was. It was a necessary part of the negotiations, and most necessary information in connection with it.

Q.—Were you familiar with the physical condition of the lines to such an extent as would enable you to advise intelligently in the preparation of the contract which you were seeking to negotiate?

A.—I did not know sufficiently about the physical condition of the lines, number of wires, etc., to give the company the assurances they required.

Q.—Will you please tell us what the Company desired that you were unable to furnish them in the way of information?

A.—The cable arrangement with the Company would mean the taking of messages in St. John's and transmitting them by land lines from St. John's to Port aux Basques, and then transmitting by cable from Port aux Basques to Canoe. It would be necessary to furnish them with one wire from St. John's to Port aux Basques for their exclusive use except only in cases of emergency. It would be necessary for that wire to be in such physical condition as to insulation, poles, etc., as to maintain an efficient service, probably a service whereby the message might go direct from St. John's to Canoe without being telegraphed to Port aux Basques and repeated over the wire.

COMMISSIONER.—That was the idea?

A.—Yes.

Q.—And what was the information you wanted?

A.—What I wanted to know first was there such a wire that could be given, second, were the lines generally in such a condition that the wire could be so used. Included in this certainly was the winter situation which makes telegraph operations very difficult in some parts of the country.

Q.—The wires on the poles are apt to be brought down?

A.—Yes. Sometimes we have to put up jerry poles over the snow banks.

MR. LEWIS.—You were unable to give assurances on these subjects, I take it?

A.—On that point, yes.

Q.—And you asked Mr. Meaney to come to New York?

A.—Yes, I telegraphed him to come and he came.

Q.—Will you explain as to your reason for asking Mr. Meaney to meet you in New York?

A.—I had then made arrangements covering all essential points with Mr. George Clapperton, of the Commercial Cable Company—I think he was First Vice, at any rate he was the active head of the organization in New York—but was not in a position to give him any absolute assurance on that particular point. I could not very well see the information by letter—that would take too long. I could not get the information by cable, because that would mean it would be passing over the company wires or competitor's wires information which I did not want to have passed over.

Q.—You thought there might be a leakage in quarters where you did not want it to go?

A.—Yes. Mr. Meaney was a man sufficiently experienced to cause me to suggest that he be made Superintendent of Newfoundland Postal Telegraphs—a man who ought to know all there is to know.

COMMISSIONER.—And he was more handy, I take it, being already on that side of the water?

A.—Yes, he was in Canada at the time.

MR. LEWIS.—He went to New York and you met there?

A.—Yes. He came immediately after I telegraphed, and saw me the following morning.

Q.—And he gave you the information on these matters which you desired?

A.—Yes.

Q.—The contract I think you said had been completed and was awaiting its final draft before the assurances were given?

A.—There had been a general understanding. There was no draft of contract made, but all the points in connection with the contract had been agreed upon, subject to that assurance.

Q.—Did you give the assurances after talking to Mr. Meaney?

A.—Yes.

Q.—And the contract was completed thereafter and executed and has been in operation ever since?

A.—Yes, the contract was decided upon.

Q.—There is no need to go into details.

COMMISSIONER.—It does not matter whether it was executed or not.

MR. LEWIS.—Yes, told Mr. Meaney the purpose for which you wanted the information?

A.—I told him of the agreement which had been made in connection with the contract and that this was a payment of \$15,000.00 or any sum to be paid, not give me no assurance on that point there would be no contract.

Q.—Did you have any conversation with Mr. Meaney at New York or at any other time on the subject of cost

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MR. LEWIS.—Sir Richard the agreement between the Newfoundland Government and the Dominion Iron and Steel Company and the Nova Scotia Steel and Coal Company expired in December, 1919, did it not?

A.—I believe so.

Q.—And do you recall in the early part of 1920 any discussion or talk about a new agreement being made?

A.—I received a telegraph message from Mr. Wolvin and also one from Mr. McDougall.

COMMISSIONER.—Have you got them now?

A.—I have copies of them; but they are on my files.

MR. LEWIS.—Regardless of the messages that you received, did you have any personal discussion about it with any official of either Company?

A.—Yes.

Q.—When did it take place and with whom?

A.—Yes, about the end of May with Mr. McDougall and Mr. McInnis when they visited St. John's.

Q.—State what took place between you and them?

A.—They interviewed me with a view of getting a hearing in connection with a rumour that one dollar a ton export tax was to be placed on ore. I told them that we were then already advanced in the session of the Legislature some four or five weeks; that I was not prepared to go into the matter of discussing details of the contract; that I knew nothing about it; that my party was a new party and that they had no knowledge of the matters that the members of the Executive Government were for the most part new men and that a report was being secured by Mr. Forbes, a minute engineer, to go into the matter; that that report had not been before me, and that generally I was not prepared to enter into negotiations, but that I would be very glad for them to arrange to meet a committee of council and lay the matter before them.

Q.—Was the matter ever laid before the Executive Government by them?

A.—My recollection is that on one or more occasions they met a Committee of Council.

Q.—And was the matter discussed?

A.—Yes.

Q.—You were then preparing to go abroad, were you not?

A.—The Legislature was then in session and I was calculating going abroad within a reasonable time after the closing of the Legislature.

Q.—Were any negotiations entered into on the subject of the new agreement?

A.—We did not get to the point of negotiations.

COMMISSIONER.—You merely had a preliminary discussion?

A.—Yes.

Q.—Well they are negotiations, are they not? The whole thing was with a view to have a new agreement in place of the old one?

A.—Yes. They wanted to get Council's views on the matter and Council wanted to get their views.

COMMISSIONER.—Well that was a preliminary discussion or part of the negotiations. Each side was anxious to see the cards in their opponents hands?

A.—Yes. It could be reasonably described.

Q.—So that negotiations had either begun or had a beginning.

MR. LEWIS.—Do you recall how long these gentlemen remained here and how many of them were here?

A.—Besides Mr. McInnis and Mr. McDougall, I think Mr. Gillis was here also. I do not know how long Mr. Gillis remained; but Mr. McInnis and Mr. McDougall remained for a few weeks.

MR. LEWIS.—Mr. Wolvin was not here?

A.—No.

Q.—Were there any meetings between them and the Executive Council during the time they were here?

A.—Yes. My recollection is that they appeared on one or more occasions before the Executive Government.

Q.—Were you in attendance at any meeting that was attended by them?

A.—Yes.

Q.—Do you recall any part of the discussion that took place at such meeting?

A.—No, I do not remember any details of the discussion; other than that there was talk about the one dollar a ton tax on ore. The discussion then broke off with nothing done.

COMMISSIONER.—Sounds very like negotiations; they wanted to get off as cheaply as they could.

MR. LEWIS.—Had you taken any position as to the subject of the agreement?

A.—No.

Q.—And were you waiting for an opportunity of reading and examining the Forbes report?

A.—Yes. It was necessary to examine the report in order to dispute the general situation. There were many matters to consider besides the matter of tax. There were the labor trouble, the question of development and other matters of general policy.

Q.—Do you recall whether Mr. Gillis

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