

CROSSED PRESSED CLARKE TO BEGIN

(Continued from Page One.)

formation. The premier told them the Dominion government should give the assistance asked for. There were no details discussed.

Not Met Unofficially.
"Were you interviewed unofficially by any of these gentlemen?"
"I was not."
"Did Mr. Cornwall ever speak to you regarding this matter?"
"He did not."

"That means that all the knowledge you gained regarding this application was confined to this one and only interview?"
"Yes."

"Mr. Walsh produced the draft agreement between the government and the Athabasca Railway Co. Mr. Cross said he had never seen the document and did not know that it was in existence till it was produced in court. The counsel also produced the agreement between Cornwall and the Athabasca syndicate that he was to receive \$54,000 in stock if he got a satisfactory guarantee."
"When did you first hear this agreement?"
"When it was read in court. I knew generally he was working to get assistance for the railway."

"Mr. Walsh also produced the memo to the government from the Athabasca syndicate, setting out the north country's resources, which the witness said he was sure he had never seen before."

Wanted Aid From Dominion.
"There were some subsequent negotiations in an endeavor to secure aid from the Ottawa government?"
"I don't know of any."
"The premier wrote a letter?"
"If he did he didn't show it to me."

"The attorney general said that the question of aid to Alberta railways in general was discussed and pressed upon the Dominion government, but not with particular reference to this railway."
"Do you remember meeting Bowen?"
"Yes, I remember meeting him in June 1908."
"Mr. Cross, while being questioned with reference to cabinet meetings incidentally raised the question that the oath of the cabinet ministers was very binding as to secrecy."
"I suppose I am absolved from it," he said.

"The commissioners, after some consultation did not feel like giving a decision as to whether they could absolve the witness from his oath and the matter was allowed to stand for the time."

Met Clarke in June, 1908.
The witness said that he met Clarke two or three weeks after he was introduced to Bowen by Mr. Biggar. Clarke was introduced by Bowen and they had a general talk about Northern Alberta. This was in June, 1908.

"When did you first learn the scheme that Clarke and Bowen were working on?"
"I think two or three days later they met the government informally in Edmonton."

"What proposals did they make?"
"They discussed generally the resources of the north country."
"Did you know they had secured the option on the Athabasca Railway Co?"
"No."

"Mr. Cornwall nor Mr. Biggar did not tell you?"
"No."

"When did you next meet those men?"

The Calgary Meeting.
"In Calgary during the fair."
"Had you seen them between these meetings?"
"Only about ten or fifteen minutes in the Edmonton club."

"Was the railway question discussed?"
"No."

"Even down to the date of the date of the meeting in Calgary, Mr. Cornwall had confidentially with reference to these gentlemen?"
"No, he had not."

"How was this meeting in Calgary arranged?"

"I presume it was called by the premier at the request of Mr. Clarke and Mr. Bowen."
"Who was at the meeting?"
"The whole cabinet was there. It was held in my room in the Alberta hotel."

"Was Mr. Cornwall in Calgary at the time?"

"I don't know, but I presume he was from his evidence."
"What details did Clarke and Bowen give at this Calgary meeting?"
"They discussed assistance to a railway running north and east of Edmonton. They said they would look over the country to ascertain its nature."

"Did they indicate the nature of the help they wanted?"
"No, nothing definite."

"They simply wanted to know if the government would assist if they found the country through which the railway would run was favorable?" asked Justice Harvey.

"That is correct," said the attorney general.

Clarke's Standing.
"Did Clarke give any information about his financial standing?"

"Yes, he produced some telegrams and some letters."

"Mr. Walsh produced from Mr. Cross' introduction files, notes and two telegrams referring to the standing of Clarke. The witness said there were more letters and more telegrams than those on the file."

"What was the result of the Calgary meeting?"
"The government rather encouraged them to go ahead. We said we would be glad to see American capital come into the country."

"Did you encourage them to incur the expense of making an examination of the country?"
"I think they rathered that if they found the country favorable we would assist them."

"Was Mr. Cornwall's name mentioned?"
"No."
"And when the meeting broke up you had no knowledge that it was under Cornwall's old charter that they proposed to operate?"
"No, I can not say."

Met Clarke Again in October.
"When did you next meet Clarke and Bowen?"
"In the latter part of September or October of 1908."

"Did you have any further talks with Clarke?"
"I may have met him casually but I did not discuss railways."

"You had no definite knowledge of what they were doing in the meantime?"
"No."

"Bowen wrote Minny that 'We are going to get what we want, but not till next year.' Can you give us any information on that?"

"Mr. Cross said that when Clarke and Bowen came back in September or October they were accompanied by Dr. Waddell and Minny. He had no recollection then as to whether their engineers had come back from the north."

"What did they come back for at this time?"
"To interest the government in the scheme which they had laid out."

"Can you say whether before November when the premier gave his assurance of help that there was any formal meeting of the government?"

Met Clarke Number of Times.
"I can't remember any, but I met Clarke a number of times at my office. I think he brought Dr. Waddell in."

"Mr. Cross said that at the meeting in Calgary, Clarke either said he had a Dominion charter or could secure one, and the premier had told him if the provincial government gave assistance they should get a provincial charter."

"What did Clarke tell you that he wanted, when speaking to you?"
"A subsidy or a guarantee."

"What sums did he mention?"
"He didn't talk figures at all."

"What action did you take?"
"I remember telling my deputy, Mr. Woods, to gather all the figures he could with reference to guarantees of railways, in order to form a judgment as to what assistance I should be in favor of."

"When was a definite decision arrived at as to what guarantee should be given?"
"I don't think until the cabinet meeting on the 14th of November."

"So you went into that cabinet meeting on November 14th without the slightest aid as to what particular amount Clarke would ask?"

"Mr. Woods' evidence is that in October you instructed him to prepare a draft mortgage. What is your evidence on that?"

Woods' Evidence Correct.
"When Mr. Woods said 'As I am sure like you would not want to be instructed that there was a probability of a guarantee of bonds and he was asked to prepare the securities.'"

"How would you explain all this preparatory work when no agreement had been made?"
"I would say he knew we were negotiating and was getting things in shape should a bargain be reached."

"I think this preparatory work might have been lost."
"Certainly."

"So the meeting in November started and you knew no more of what they wanted than in June?"
"I wouldn't say that. The engineers had been in the country in consultation with the public works engineers and there had been a great deal of discussion."

"Mr. Cross said that when he had gone to the November 14th cabinet meeting he had the idea that \$15,000 would be a fair guarantee. All the members wished to make the best possible bargain with the men."

"Only at the meeting of November 14th, Mr. Cross said all the members of the government were present and Mr. Clarke and Dr. Waddell were also there. Mr. Stocks of the public works department, was also present."

Cross Knew Country to Northeast.
"Was it in the information that Mr. Cross had that he knew the country to the west of Edmonton for 325 miles?"

"I had then a general idea of what the governments were doing, and I had a personal knowledge of the country to Lac la Biche, as well as the information of engineers. I knew that the Dominion government had guaranteed the C.N.R. for 100 miles to the west of Edmonton for 325 miles."

"But you had no engineers' reports?"
"I remember Mr. Stocks expressing his opinion near the close of the meeting, that \$20,000 was a reasonable guarantee."

"What did Clarke and his associates ask?"
"They started, I think, at \$28,000."

"What more information did you train between July and November?"
"I had learned all the guarantees of other railways in Canada, and I was quite convinced that \$20,000 was a reasonable guarantee, and I am still convinced that it was a reasonable guarantee."

"What determined the government policy between July and November?"
"We came to the conclusion in the meantime that we must have a railway policy to take to the legislature."

"And to the country?" asked Justice Harvey, with a smile.
"I wouldn't say I was looking that far ahead, though that may have had some effect."

"What did you learn of Clarke himself in the meantime?"
"Clarke showed me a letter from Morgans, of New York, who said he was a very satisfactory customer."

"I know Dr. Waddell to be one of the most eminent bridge engineers in the world and of high standing, and I fully believe what he says."

"Did you know Cornwall was interested in the project then?"

"If he was here at the time he undoubtedly said he was glad the railway was to be built to the north. I had the impression Cornwall had sold out his charter before this and then had no interest in it."

Met Clarke Again in January, 1909.
"What recollection have you of this matter after the premier gave his letter on November 14th, pledging assistance?"
"I don't think I met him again till the House was in session in January, 1909."

"Were you on pretty intimate terms when Clarke left on November, 1908?"
"No more than any other man. Clarke, of course, knew as I was the representative of Edmonton and as this railway was to develop the city I would be enthusiastic about its construction."

"Minty refers to you in a letter from him to Cornwall as a 'good friend,' in speaking of the progress of the negotiations. Can you give any reason for that?"

"No, there was no reason. I did not even know that Cornwall was acquainted with Minty till the Hawes papers were presented and he had not taken much interest in that portion of the negotiations."

"Did you know anything of the terms between them?" asked Mr. Walsh.
"No, I do not."

"Do you know anything about the Construction Co?"
"No, I do not."

"Do you remember when you next saw Clarke?"
"In October, I think."

"Why did you question the witness upon the specifications of the railway and the witness replied that this matter was largely with the public works department and he had not taken much interest in that portion of the negotiations."

The Oct. 7th Meeting.
"Did you see the letter from Cushing to Rutherford dated Oct. 7th?"
"No, not till it came up in this investigation."

"Who was at the meeting?"
"All the members of the Government except Mr. Finlay, who was ill."

"Did you see any specifications before you then?"
"We agreed that the specifications should be the same as the three railway companies, C.N.R., G.T.P., and G.W."

"Were there any dispute with respect to these learned it at some time but I don't know when."

"Despite the fact that you held power for two of the members of the syndicate, Messrs. Dobell and Carling?"
"I didn't know I held power of attorney for these men."

Commission adjourned at this point.
H.B. & P. CO. IN TROUBLE.

Shareholders Secure Injunction Postponing Organization Meeting.

Ottawa, May 21.—An organization meeting of the promoters of the Hudson Bay and Pacific Railway who propose the construction of a line of railway from Prince Albert to Fort Churchill on Hudson Bay is postponed for at least another three weeks because in the high court this morning Judge Latchford granted an injunction restraining the promoters from holding a meeting for the purpose of organizing the company.

The injunction was granted on the application of the shareholders of the Hudson Bay and Pacific Railway Co., who are the promoters of the line. The court found that the promoters had acted in a fraudulent manner and that the shareholders were entitled to an injunction.

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work under way before the summer was over. A large number of telegrams passing between Clarke and Mr. Cross in the summer months were produced and the witness explained that they all were for the purpose of pressing upon him the starting of the road.

The witness said J. D. McArthur, who was contemplating taking the contract, was urging upon the Provincial Government that they should support Clarke's application for a Dominion subsidy of \$3,200 a mile. In September, 1909, Mr. Arthur came to Edmonton with Mr. Fisher, his solicitor, and Clarke and Minny. It was then agreed that Rutherford should go to Ottawa to assist in the endeavor to secure the subsidy.

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"No, I do not."

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get him."
"Do you know if Clarke has allied himself with either of the political parties?"
"No, I do not."

"Did you ever talk politics with him during the election campaign?"
"He wasn't here then at all."

Bennett Cross-Examined.
R. B. Bennett began his examination at four o'clock. He asked Mr. Bennett to give any reason why these telegrams produced today should not be taken into consideration on the files of this Province?" he asked.

"None, more than some of them may have been telephoned to the office. I don't think they are important; they were only urging upon Clarke that he start work in connection with the railway. I took Mr. Thom's word that they were all there when I gave my evidence on the production of documents."

"Mr. Cross made the exception to some of the three telegrams," remarked Justice Beck.

"That is all the explanation you can give?"
"There was no reason why they should not have been produced."

"When did you last see Clarke?" asked Mr. Bennett, taking another tack.
"When the Legislature was in session."

"Did you see him pretty often then?"
"I met him a number of times."

"Are the bonds delivered yet?"
"No."

Morgan in Winnipeg Last Week.
Mr. Morgan was in Winnipeg last week.

"I didn't know."
"And Mr. Fisher came to Edmonton several days ago."

"Was he here last week?"
"He was here last week."

"When did Clarke come to Edmonton?"
"He came to Edmonton several days ago."

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