

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

MONDAY, Feb. 4.
 Sir R. A. Squires (examined by Mr. Lewis).
 MR. LEWIS—(To Witness)—Was there a time, Sir Richard, when you received a communication from Mr. Gillis as to the ratification of the Coaker-Wolvin Agreement?
 A—Yes. There was an interview with Mr. Gillis and one letter at any rate. A letter of July 11th before the whole committee.
 Q—Have you that letter?
 A—Yes, I have the letter from Mr. Gillis to myself.
 Q—Is this it?
 A—Yes.
 COMMISSIONER—This may have a very important bearing on the case.
 A—This is at the time the Bill was before the House.
 MR. LEWIS—Will I read it?
 COMMISSIONER—I shall read it.
 MR. LEWIS—It is addressed to Sir Richard as a member of the Committee.
 (Copy).
 Proposition put up to the Newfoundland Government by the British Empire Steel Corporation, Ltd.
 Referring to your interview with Mr. Wolvin and myself, with respect to employment at the Wabana Iron Ore Mines during the coming winter, I have since been able to give the matter further consideration.
 The financial position of our company and monetary situation generally as outlined to you during our conference is entirely responsible for the existing operating conditions on Bell Island, and promises to make it extremely difficult for us to continue the mining of ore even at the presently reduced rate. As you are aware there is very little demand for steel or steel products in any part of America at the present time, or in fact throughout the entire world, and the indication of a resumption of business are far from hopeful at the moment. It is well known that a majority of the steel plants operating at the present time in America are selling steel at a loss.
 In view of the difficulties of obtaining the money necessary for carrying on mining operations and the probability that the ore after being mined would remain in stock pile for a number of years, there is no justification for the employment of a large number of men at a time when we already have over one and a quarter million tons of ore stored on the ground, for which there is no outlet in sight at present and entailing very heavy interest charges. Realizing, however, the importance of the Bell Island operations to the people residing along Conception Bay who have been employed at the mines in the past and appreciating the serious consequences of unemployment generally throughout Newfoundland in the winter, we are naturally anxious to do everything within our ability to assist. At the same time action on our part in the way of providing employment during the coming winter months can only be warranted by our receiving substantial assistance from the Newfoundland Government, and in this connection I would suggest that you give consideration to the following proposals:
 Proposition Submitted to Newfoundland Government by The British Empire Steel Corporation, Ltd.:
 1. We would respectfully request that all shipments of iron ore from Bell Island during the next two years, namely, during the years 1922 and 1923, be permitted free of any export tax under the existing agreement between the Dominion and Scotia Companies and the Government of Newfoundland.
 2. We would also respectfully request that the period within which the \$3,000,000 expenditure must be made under clause 2 (a) of the agreement be extended for a period of three years beyond the expiry date stated in the agreement. In this connection we might point out that a whole year's work during which a portion of the expenditure might have been made, on account of the delay in the ratification of the agreement by the Legislature of Newfoundland.
 3. In addition we ask for the elimination of all references in the agreement to the establishment of a Blast Furnace in Newfoundland.
 COMMISSIONER—They keep referring to the agreement (under review) that means that at this time there were some hopes that the agreement might be altered before you had received the assent of the Legislature?
 A—At that time Mr. Gillis appeared personally before the select committee.
 COMMISSIONER—I just want to get one thing from you.
 MR. LEWIS—It is addressed to Sir Richard as a member of the Committee.
 COMMISSIONER—I only want to know in 1921 before it was ratified there were suggestions of its variations? Although an agreement had been signed in November; these letters show that in 1921 there were suggestions of varying its terms before it should be ratified.
 A—Yes.
 Q—And these letters were addressed to you as being the most important or one of the people who had to do with the ratification?
 A—As one of the party?
 Q—And as leader of the party?
 A—At the time the subject was before a select committee, my party had a majority and I think the Attorney General was chairman.
 Q—You were leader of the party and had a majority at the meeting?
 A—Yes.
 Q—You would have very considerable power in the matter?
 A—I certainly would.
 Q—And therefore you would, notwithstanding that the agreement had originally been entered into by your deputy?
 A—By the Acting Prime Minister.
 Q—Who was your deputy, you were in a position to give those companies great assistance if you chose?
 A—Yes.
 Q—Another thing I want to know and it strikes me that it alters my view about one thing; that elimination was in the air as early as July?
 A—I think it speaks of the increase of time five to eight years pointing out that there had to be an entirely revised agreement.
 Q—The elimination of the expenditure on the Blast Furnace proposals, that is the clause I have got in my mind. Is it so that an elimination of clauses was in the air in July?
 A—It was one of the items before the select committee.
 MR. LEWIS—Is it a fact that a similar letter was sent to every member of the Committee?
 A—I don't know.
 MR. LEWIS—The Attorney General advises me that it was so.
 A—I got a letter and the Committee was fully informed; but if they got it by individual letters, I don't know.
 Q—Was the letter considered by the Committee?
 MR. WARREN—How does he know that? Ask him if he was there at all?
 COMMISSIONER—Was it produced at the Committee meeting?
 A—I don't remember.
 MR. WARREN—What it is better to say at the meeting at which he was present?
 COMMISSIONER—I thought it would not be necessary to say that.
 COMMISSIONER—My recollection is that the Attorney General did me the courtesy of attending to the business at that meeting. I think he was the chairman.
 A—This document was not brought to the attention of the Committee in your presence?
 A—It was discussed in the presence of Mr. Gillis at his meeting at which I was present. I was not at all the meetings.
 Q—It may have been discussed at these all; was the document itself produced?
 A—I don't remember the actual documents being in the hands of the members at any meeting at which I was present, but I did not attend all of them.
 Q—I am only asking you about the ones you attended?
 MR. LEWIS—After the finalisation of the agreement and having received the Legislative approval did you have a conference with any of the officials of the Company in the fall of 1921?
 A—Yes. I passed through Montreal in the fall of 1921.
 Q—Are you able to state with whom you conferred?
 A—Mr. Wolvin and Mr. McDougall.
 Q—How long were you at Montreal at that time?
 A—A few days.
 Q—Were there labour troubles at that time?
 A—No, I don't think there were labour troubles at that time, but while I was in Montreal I wanted to make sure that the mines would not close down in the winter as they did the winter before.
 Q—Were there any discussions with the officials of the Company with the view to eliminating the clauses?
 A—Yes, and the memo would submit it.
 Q—Was it made at that time?
 A—It was forwarded to me based on the interview I had with Mr. Wolvin and Mr. McDougall.
 COMMISSIONER—This was prepared for submission to the Newfoundland Government?
 A—Yes; well I don't know what it was prepared for.
 Q—It does not appear to bear any date.
 MR. LEWIS—I have identified it as being subsequent to his visit to Montreal in the fall of 1921.
 COMMISSIONER—It was sent to you here?
 A—It was delivered to me here at St. John's.
 COMMISSIONER—After your visit to Montreal in the fall of 1921. Is that it?
 A—Yes, that is my recollection. (Memo read and copy attached hereto).
 A—This came before the Committee of Council.
 Q—Blast furnaces is one of the things mentioned in the clause. I think it is?
 A—Yes, it is.
 MR. LEWIS—Do you remember what you said or what your attitude was, in the discussion you had with them?
 A—The personal discussion?
 Q—Yes.
 A—I took the position that the contract was one which had been negotiated by Coaker and my colleagues during my absence and I took the position that I was not prepared to discuss it without Mr. Coaker, with whom he had concurred at the time.
 COMMISSIONER—You did not say that to Mr. Gillis in answer to his letter?
 A—That was in St. John's.
 Q—You were not refusing to consider them?
 A—I refused to discuss them on the ground that I was not prepared to bind myself in any way that had to be dealt with with the concurrence of Sir William Coaker.
 MR. LEWIS—It was submitted by you to the Committee of Council?
 A—It came before the Council in October.
 Q—And was there some action taken by the Council?
 A—After the consideration of that proposition I sent a telegraph message to Mr. McDougall under date of October 27th.
 Q—Of which this is a copy?
 MR. LEWIS—I offer the copy of the message.
 COMMISSIONER—I take it.
 "Referring your letter of September twenty sixth if you would undertake five winter and spring employment to one thousand men in addition to number of men at present employed Government would be prepared to

Special appropriation of quantity of ore equal to ore mined by additional expenditure over winter and spring employment from the royalty or other export Government charges also Government would also be prepared to consider additional consideration for said additional expenditure to extend the period of time for expenditure of three million dollars referred to in number paragraph two of your letter stop. As to numbered paragraph three asking for substitution of reference to establishment of blast furnaces that matter is reserved for further consideration. Kindly telegraph reply."
 From R. A. Squires to D. H. McDougall.
 MR. LEWIS—Did you receive any reply to that communication?
 A—I did.
 Q—Have you that reply?
 A—I have the complimentary copy of the reply under date of November 7th which was the date of the message.
 (Copy).
 British Empire Steel Corporation, Ltd., Montreal, Canada.
 2nd November, 1921.
 Sir Richard Squires, Prime Minister, St. John's, Newfoundland.
 Dear Sir—
 I beg to confirm telegram sent you to-day as per attached copy.
 (Sgd.) D. H. McDougall, Vice-President.
 (Copy).
 Canadian National Telegraphs, Montreal, 2nd November, 1921.
 Sir Richard Squires, Prime Minister, St. John's, Newfoundland.
 As extremely difficult make arrangements provide sufficient money finance Wabana operations we consider you should fully meet suggestions made our letter September 29th. Owing large quantities ore now stocked Bell Island and Sydney's operations past summer coming winter and next summer entirely unnecessary consequently all ore shipped during winter twenty two million tons twenty three should be free of export tax. If conditions our letter agreed to selling prices will be shaded, and every effort made ship entire quantity stockpiles next summer to points where further business may develop placing company in position operate large scale fall nineteen twenty-two and winter nineteen twenty-three.
 (Sgd.) D. H. McDougall.
 MR. LEWIS—Did you make any reply to that message?
 A—I have no recollection.
 Q—Did you send a message to Mr. Wolvin on the 29th of November relating to this matter?
 A—Yes.
 MR. LEWIS—The Agreement referred to as having been signed by you while you were in Montreal, take it, was the labour agreement covering the situation of employment at the Coaker-Wolvin agreement, or the substitution of a new agreement thereto?
 A—Has there ever been paid by the "Benco" or any one of its subsidiaries any cash consideration to you while Prime Minister in connection with matters relating to Government affairs for which you were negotiating?
 A—No.
 Q—Has there ever been paid any money to others that yourself with your knowledge for those companies as a consideration for any action on your part?
 A—No.
 Q—Sir Richard, how long had you been acquainted with Mr. Miller and what was the nature of your acquaintance at the time you went abroad in 1920?
 A—I had known him for some years casually.
 Q—When did you make acquaintance with him in a political way?
 A—In the spring of 1920.
 COMMISSIONER—That was the time of the Bay de Verde?
 A—No, before that. Sometime between the St. John's West bye-election in January and the Bay de Verde bye-election of June.
 Q—And what did he do in connection with the previous one?
 A—I don't know that he did anything. The question put to me was when I had last met him politically.
 COMMISSIONER—And you left it either in the Colonial Secretary's Office of the Prime Minister's Office?
 A—Yes.
 COMMISSIONER—(To Mr. Lewis)—Do you want it for any purpose, Mr. Lewis? If you want it, I dare say it can be had, that is, if you think it important.
 MR. LEWIS—The agreement here in the agreement which was entered into relating to the employment of labour by the Dominion Company?
 A—Yes, that is the agreement referred to in the letter which has been read.
 Q—Do you wish to read it, Your Honour?
 COMMISSIONER—I don't wish to see it unless you want to call my attention to anything in it. This is the agreement to employ additional labour.
 MR. LEWIS—Your Honour will recall in his letter he took the position that this agreement had been made with the implied or full understanding that as a general consideration for the making of this agreement there was an understanding that there should be a general agreement for modification of the contract or providing for a substitute for that contract. It appears to me that this may be of value in determining the question.
 COMMISSIONER—But what authority have I to determine that question?
 MR. LEWIS—I have not said that you have authority, Your Honour, but for the enlightenment of your mind.
 COMMISSIONER—I don't want my mind confused by being enlightened on irrelevant! I don't want my mind enlightened on matters other than the matter I have to consider.
 MR. LEWIS—The agreement forwarded by Mr. Wolvin, which has been referred to, never was executed by the Newfoundland Government, I take it?
 A—No. It was never recommended to the Council.
 Q—There has never been any modification of substitute agreement for the Wolvin-Coaker agreement, or your knowledge up to the present time?
 A—Not up to the time I resigned.
 Q—Now your trip to Montreal was the last official trip you took, was it not?
 A—You mean in 1923?
 Q—Yes.
 Q—And while you were there you had conversations with Mr. Wolvin?
 A—Yes.
 Q—And you said you met Mr. McDougall on one occasion?
 A—I know that he was present at a second.
 Q—Was anything said at that time either by Mr. Wolvin, Mr. McDougall or any other person or official representing the "Benco" or its subsidiaries on the subject of payment of money as a consideration a personal consideration, for the modification of the Coaker-Wolvin agreement, or the substitution of a new agreement thereto?
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 Q—Has there ever been paid any money to others that yourself with your knowledge for those companies as a consideration for any action on your part?
 A—No.
 Q—Sir Richard, how long had you been acquainted with Mr. Miller and what was the nature of your acquaintance at the time you went abroad in 1920?
 A—I had known him for some years casually.
 Q—When did you make acquaintance with him in a political way?
 A—In the spring of 1920.
 COMMISSIONER—That was the time of the Bay de Verde?
 A—No, before that. Sometime between the St. John's West bye-election in January and the Bay de Verde bye-election of June.
 Q—And what did he do in connection with the previous one?
 A—I don't know that he did anything. The question put to me was when I had last met him politically.
 COMMISSIONER—And you left it either in the Colonial Secretary's Office of the Prime Minister's Office?
 A—Yes.
 COMMISSIONER—(To Mr. Lewis)—Do you want it for any purpose, Mr. Lewis? If you want it, I dare say it can be had, that is, if you think it important.
 MR. LEWIS—The agreement here in the agreement which was entered into relating to the employment of labour by the Dominion Company?
 A—Yes, that is the agreement referred to in the letter which has been read.
 Q—Do you wish to read it, Your Honour?
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 A—No. It was never recommended to the Council.
 Q—There has never been any modification of substitute agreement for the Wolvin-Coaker agreement, or your knowledge up to the present time?
 A—Not up to the time I resigned.
 Q—Now your trip to Montreal was the last official trip you took, was it not?
 A—You mean in 1923?
 Q—Yes.
 Q—And while you were there you had conversations with Mr. Wolvin?
 A—Yes.
 Q—And you said you met Mr. McDougall on one occasion?
 A—I know that he was present at a second.
 Q—Was anything said at that time either by Mr. Wolvin, Mr. McDougall or any other person or official representing the "Benco" or its subsidiaries on the subject of payment of money as a consideration a personal consideration, for the modification of the Coaker-Wolvin agreement, or the substitution of a new agreement thereto?
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