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

(Continued from page 1)

with any of the officials of Besco or of any of its subsidiaries?

A.—The question of elimination of certain clauses and modification of contract was the subject of some correspondence and discussion at various times.

Q.—In the summer of 1923?

A.—Not in the summer of 1923. COMMISSIONER.—It was earlier than that?

Q.—Almost as soon as the contract was ratified by the Legislature?

A.—The first was a letter of December 14th from Mr. McDougall, Dec. 1920.

Q.—That was even before it was ratified?

A.—Yes.

Q.—To me it seemed that the moment it was ratified they began asking for modification, and elimination of clauses?

A.—Not for the elimination of clauses. The letter of December 14th will be put in evidence. It states that Mr. McDougall was not quite sure that the Besco amalgamation was going through, and the contract was with the two companies jointly.

Q.—When did the idea of alteration of the contract first come up?

A.—In the Spring of 1921.

Q.—Even before the contract was ratified?

A.—Yes.

Q.—The elimination question arose even before the contract was ratified?

A.—Not the elimination of clauses. There were three sets of ideas. The first was the idea of McDougall in the letter of December, 1920; the second was the statement of facts which came before a Select Committee of the House when the Bill was before the Committee in the Spring of 1921, and then subsequently there was correspondence with regard to entire change of contract.

Q.—That is not an answer to my question. I want to know the date on which you say the question of elimination of the clauses first arose.

A.—I think it is either late 1921, or early 1922.

Q.—Then as soon as the contract was ratified negotiations began for its alteration?

MR. LEWIS.—Yes, if it came in 1922. If the contract was ratified in the summer of 1921.

COMMISSIONER.—In August, it is stated here.

MR. LEWIS.—Did you at any time hear Mr. Meaney's testimony

that he was told by Mr. Miller or Miss Miller that he or she arranged for Meaney to go to Montreal at that time?

A.—No.

Q.—Did you ever suggest to Miller or Miss Miller that he or she arrange for Meaney to go to Montreal at that time?

A.—No.

Q.—Did you authorize at any time either Mr. Meaney or Mr. Miller to carry on negotiations as to the elimination of the clause objectionable to Besco in the years 1921-1922?

A.—No.

Q.—Did you while at Montreal in January or February, 1923, discuss with any of the officials of Besco or its subsidiaries the elimination of objectionable clauses in consideration of a payment to you or for your benefit?

A.—No.

Q.—Was the matter of the elimination of these clauses the subject of discussion between you and any of the officials at the time you were in Montreal, January to February, 1923?

A.—Yes.

Q.—Do you recall what was said on the subject?

A.—I had conversations in 1923—in January—with Mr. Wolvin, and he submitted a memorandum of the changes, if I remember rightly, which he desired to have made.

COMMISSIONER.—Did you see Mr. McDougall?

A.—I saw him casually at Mr. Wolvin's office, but did not have much conversation with him.

Q.—Did you see Mr. McInnis?

A.—No, I don't think.

Q.—You saw Mr. McDougall but had no conversation on this topic?

A.—The conversation in Mr. Wolvin's office was in connection with labor matters; this may have been referred to, but I have no recollection of it. I don't think that Mr. McInnis was in Montreal at that time.

MR. LEWIS.—There was a time when there was discussion of the proposition at or about the time of the introduction of the Bill into the House—of some changes in the contract?

A.—In December, 1920, I received a letter from Mr. D. H. McDougall in connection with the matter.

(Witness shown letter).

(Copy)

R.A.S. 18.

Nova Scotia Steel & Coal Co., Ltd.,
New Glasgow, N.S.,
December 14th, 1920.

Personal and Confidential.

Dear Mr. Squires.—As two or three rather serious questions have occurred to me with respect to the Newfoundland ore royalty arrangement I thought it advisable to write you in this connection.

As you are aware Mr. Wolvin visited Newfoundland in October and whilst there entered into an agreement with the Acting Premier and other representatives of the Newfoundland Government covering a twenty years period. When this agreement was being negotiated it looked as if the merger which had then been under consideration for a number of months was likely to be concluded at an early date but I regret to say the situation does not seem so clear at the present time. In fact the indications at the moment are that a merger may not go through.

The joint agreement as between the two companies and the Newfoundland Government has been submitted to us and we feel ourselves in honour bound to complete it. In the event of the merger not taking place however, it is quite possible that several very serious questions will develop with reference to the respective responsibilities of the two companies under the contract. It may be that the companies may have to request your Government to make separate contracts with each company in lieu of the joint contract and to ask you to use your good offices to bring about an amicable and satisfactory arrangement. I do not wish you to feel that this is in any way a protest against the contract that has been made, but on the other hand I am anxious that you should know the position is causing me considerable worry as I am afraid an attempt may be made to make us jointly responsible for conditions which we never would have agreed to for our own company and which we are at best only fractionally responsible for.

Yours very truly,
(Sgd.) D. H. McDUGALL.Hon. R. A. Squires,
Prime Minister of Newfoundland,
St. John's, Nfld.

Q.—Is that the letter you received?

A.—Yes.

(Letter produced to Commissioner.)

COMMISSIONER.—This letter is from D. H. McDougall, and is dated December 14th, 1920.

(Letter marked in evidence R.A.S. 18, copy of which is attached thereto.)

It looks to me as if there must have been some merger in contemplation, otherwise we would have expected the two companies would insist on having their respective obligations set forth more definitely.

MR. LEWIS.—Did you reply to that letter?

A.—Yes.

(Document shown to witness.)

(Copy)

R.A.S. 18.

December 21, 1920.

Personal and Confidential.

Dear Mr. McDougall.—In acknowledgment of your letter of the 14th marked "Personal and Confidential," I would say that while I have a general knowledge of the contents of the agreement, the form and detailed provisions are unknown to me, as I

have not yet seen the agreement.

I regret exceedingly to hear of the possibility of the merger not being completed. If your hopes for a satisfactory fusion of the two companies do not materialize and both companies feel that there should be a separate contract between each company and the Government, it is a matter which should receive early consideration; as any agreement would have to be submitted to the Legislature at its next session. The date of the opening of the next session has not yet been finally determined, but I hope it may be possible to have business sufficiently in hand to open earlier than last year.

With sincere regards, I am,
Very truly yours,
R. A. SQUIRES.D. H. McDougall, Esq.,
Nova Scotia Steel & Coal Co.,
New Glasgow,
Nova Scotia.

Q.—Is that the letter you sent?

A.—It is a copy of the letter.

MR. LEWIS.—Is the original of this letter in your possession, Mr. Jenks?

MR. JENKS.—I don't know.

COMMISSIONER.—I don't quite see what this had to do with the matter, but I shall take it as part of the history. Nobody suggests at this time there was any suggestion of a payment in respect of alterations.

MR. LEWIS.—Did you receive from Mr. McDougall any further letter on this subject prior to the introduction of the Bill into the House of Assembly?

A.—I don't remember.

Q.—Do you have any communication from any of the officials of the Besco or of its subsidiaries on the subject?

A.—I may have received a letter from Mr. Wolvin in connection with the matter, but I am not quite clear anyway.

MR. LEWIS.—I had finished at that point.

COMMISSIONER.—What has this to do with it?

MR. LEWIS.—I regard it as a matter of very considerable importance, if your Honor please, especially in view of the allegations that negotiations were going on for the modification of the agreement a little later than this. We want to show that the history of the Bill was the usual history of every Bill.

COMMISSIONER.—That is already assumed in the absence of anything to the contrary.

MR. LEWIS.—I had finished at that point.

COMMISSIONER.—When was that?

A.—While the Bill was before the Committee.

Q.—Gillis was in town while the Bill was before the Committee?

A.—Yes. He told me that the Company wanted practically an extension of time. I think the time was five years, and my recollection is that they wanted eight perhaps.

Q.—They wanted time in which to fulfill the obligations the Contract would put upon them?

A.—Yes.

MR. LEWIS.—Did Mr. Gillis say anything about the elimination of any particular clause?

A.—No. I think he referred solely to such changes as I have indicated.

Q.—During its progress through the House was there any suggestion asked? You have a question calendar, have you not, something of that kind?

A.—Notice of question was given by Mr. Michael O'Sullivan in connection with the matter, and I wrote to Mr. Gillis for information which he supplied me in this letter under date of April 19th.

COMMISSIONER.—I should have thought anything like that would have gone in during Mr. Gillis's evidence.

Letter to Mr. Gillis, dated April 19, put in evidence.

(Copy) Crosbie Hotel,
St. John's,
April 19th, 1921.R.A.S. 20.
Hon. R. A. Squires,
Prime Minister.

Dear Mr. Squires.—In reference to

your note of to-day covering item No. 6 on the "Order of the day" April 15th, the following is submitted:

Previous to your interview in Sydney it was our intention to operate only No. 4 Mine at Wabana. After coming here with you in December (1920) and investigating conditions at Wabana it was decided to increase our programme to include operating No. 2 Mine three days per week.

Under the original proposal we would have employed 330 to 400 men each day, or 2250 to 2400 days per week. Under the present operating schedule we employ 330 to 400 men for 3 days per week, or 1140 to 1200 days per week; plus 650 men for 3 days per week, or 1950 days per week. Total days work per week, 3090 to 3150.

This is approximately thirty per cent more work than the original programme called for.

(b) Operations on an enlarged scale will depend largely on market conditions. The curtailment at Sydney during the past winter, and the consequent decrease in the consumption of ore at the furnace leaves a large reserve of iron in the Sydney stock piles. The tonnage stocked at Wabana is greater than ever in the history of the mines.

The Dominion Company has approximately 725,000 tons and the Scotia Company 400,000 tons.

(b) Some small sales have been arranged and operations will be continued to make up the waste in stock piles on account of these sales. If additional ore sales can be arranged or orders for steel obtained, work will be pushed vigorously at Bell Island. From present indications it appears that the present force of the two companies will be maintained.

(c) The Company in view of the uncertain conditions at Wabana have decided to give Port au Port quarries the entire limestone requirements of the Sydney plants for blast-furnace flux. This entails closing down its quarries at Cape Breton and employing about 350 men on the West Coast. Under this arrangement there will be approximately as many employees of the Dominion Company in Newfoundland as in normal years were it Wabana conditions do not improve.

The above outline will, I believe,

cover the points raised in question No. 6, but if any further information is necessary I will be glad to supply it. I may say that our Wabana programme during the past winter was not justified by the industrial outlook and was followed to prevent hardship among our employees. The work was divided as our management considered most advisable to prevent what the head of the larger families received as a rule the more days work each week.

Yours very truly,
(Sgd.) HUGH B. GILLIS,
Supt. Mines & Quarries D.I. & S.C.

Mr. Richard Examined by Mr. Lewis.

MR. LEWIS.—What, if any, knowledge had you while you were about the Coaker-Wolvin agreement?

A.—None whatever.

Q.—Had you any information that an agreement was in course of preparation at all?

A.—I heard while I was in England that Wolvin and Coaker were here in connection with the matter at that time; also E. M. McDougall, one of the Solicitors for the BESCO Company was here; but I had no knowledge of the details or of the nature of the negotiations.

Q.—Were you consulted by any official of the Company while abroad?

A.—No.

Q.—Did you receive any communication on the subject while abroad?

A.—No.

Q.—When did you first learn of the terms of the agreement?

A.—I first learned definitely that the agreement had been concluded at my arrival in Montreal on the Express of France.

COMMISSIONER.—You were Prime Minister at the time, and you were not kept in touch with Newfoundland matters?

A.—No. Sir William Coaker was acting Prime Minister during my absence.

Q.—And as such, I assume he made you aware of what was going on. Did he not tell you what was being done in your absence?

A.—Well, it was a fact that I was not told.

Q.—I do not mean in connection with political matters, but were you not kept in touch with Newfoundland matters?

(Continued on page 2)

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WITNESS—I think the other members of the Committee were.....

COMMISSIONER.—It does not matter to me who the members of the Committee were. Nobody suggested that anything took place before that other than the purely normal course of any Bill.

MR. LEWIS.—After the Bill was introduced did you discuss the matter with any of the officials of the Company?

A.—Yes, Mr. Gillis, who was in town at that time.

Q.—Do you recall what the interviews were about?

A.—The Company took the position they were under financial burdens and difficulties, and my recollection is that they desired sufficient time in which they would make expenditure, possibly also some change in it.

COMMISSIONER.—When was that?

A.—While the Bill was before the Committee.

Q.—Gillis was in town while the Bill was before the Committee?

A.—Yes. He told me that the Company wanted practically an extension of time. I think the time was five years, and my recollection is that they wanted eight perhaps.

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(Continued on page 2)

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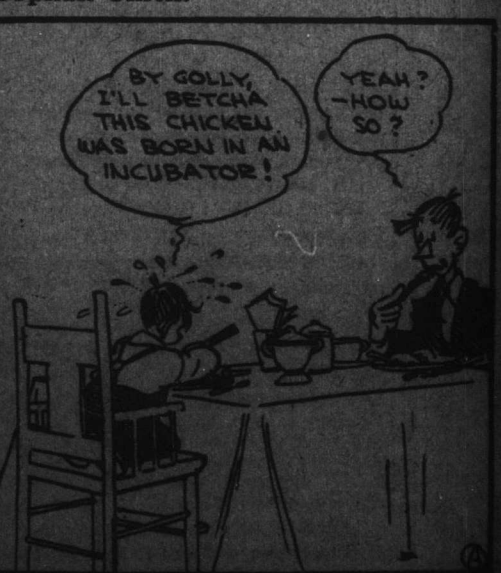
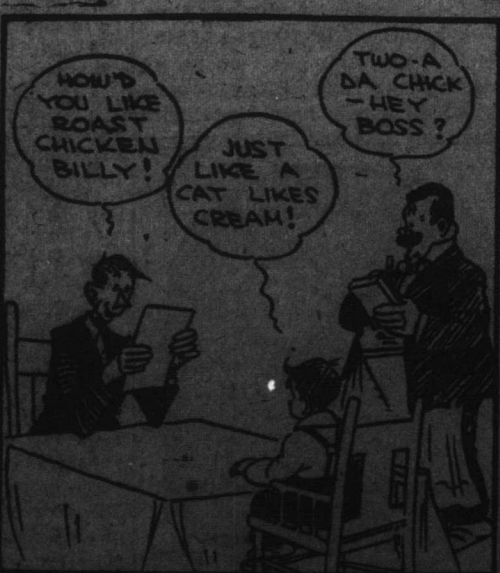
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