

APPENDIX No. 6

By Mr. Lancaster:

Q. The fence is there, but they keep breaking through?—A. Yes.

The CHAIRMAN.—Evidence was given as to not allowing another yard at a point if there were not sixty cars sold.

By Mr. Lancaster:

Q. Did you ever hear of that sixty car rule?—A. There never was any definite number of cars. We just figured that sixty cars would entitle a point to two dealers.

By Mr. Sloan:

Q. I find a letter here from the Export Lumber and Shingle Company, Limited, dated Vancouver, December 10, 1906, and addressed to 'Isaac Cockburn, Esq., 703 McIntyre Building, Winniueg, Man.' It reads as follows:—(Reads)

'In reply to yours of the 5th instant, relative to our having shipped shingles to the Saskatchewan Distributing Company, we beg to state that we have never shipped them any shingles, but we have shipped them some lumber, and we assure you we consider that they were entitled to receive the lumber from us as we understood they were dealers. We will, however, look into the matter, and if none of the other responsible shippers out here or in the Mountains are selling to them, then we will not do so, but we do not think that you can fairly expect that we should refrain from making shipment to parties in La Prairie when other responsible concerns are shipping to them. We desire to assure you it is our wish to work in line and be on friendly terms with the retail trade.'

That is an answer to a letter of which the following is a copy (reads):

'DECEMBER 5, 1906.

'Messrs. the Export Lumber and Shingle Company, Vancouver, B.C.—

'GENTLEMEN,—I am informed that you are shipping shingles to the Saskatchewan Distributing Company, Regina, a firm which really means the Haslem Land and Investment Company. The selling of lumber and shingles to this company is inimical to the interests of the retail dealers, and we trust you will give this matter the consideration that is necessary.

'Yours truly,

'_____
'Secretary-Treasurer.'

That is signed by Mr. Cockburn. It would appear from this that the Export Lumber and Shingle Company were perfectly willing to sell to dealers, but that they were being called to time for doing it?—A. Yes, but those are not dealers. That is some little difference.

Q. They understood they were dealers?—A. Of course they may have made a mistake and shipped to some who were not dealers.

Mr. SLOAN.—I just read that to show the apparent intention on the part of these people to sell lumber and shingles where they thought there was an opportunity of doing it.

Mr. HERRON.—I think that word 'dealer' has been used right through this correspondence for the purpose of covering over another word that would be open to a different construction. I notice from the letters before us that the secretary of the Millers' Association asked the men he was corresponding with not to use the word 'legitimate,' but to speak of 'non-members.' I would judge that in accordance with that piece of advice the letters were so worded?—A. I suppose so.

The CHAIRMAN.—They used to have the term 'legitimate' in reference to dealers and then they discarded it.

The WITNESS.—They simply called the man what he was, a non-member, that is perfectly frank.