

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

(Continued from page 8.)

A.—Yes.

COMMISSIONER—Mr. Curtis has told us that he showed you the memo of Mr. Miller's and that you corresponded to it?

A.—That was not on that day.

COMMISSIONER—And when do you say that occurred?

A.—The following day, the next afternoon. I think as a matter of fact it was subsequently later. My recollection of that would be that it was shortly before the hearing opened; it certainly was not on that day.

COMMISSIONER—You did see Mr. Miller's statement shortly before the hearing began on the 21st, you did see the statement?

A.—Yes. Mr. Curtis showed me a paper purporting to be a statement made by Mr. Miller.

Q.—And you had told Mr. Curtis before that it would be improper to deal with Mr. Miller?

A.—I told him that he had no authority.

Q.—Will you please answer my question; my question was did you tell Mr. Curtis that it was improper?

A.—Yes I did.

Q.—You make me hesitate with your evidence; you make me think you are trying to keep something back. You did tell him that it was improper; if it was improper for him to be dealing with Mr. Miller, did you think it would be improper for you to read the statement he had made?

A.—There is no reason whatever why I should not look at the statement.

Q.—Why was it improper for him to deal with Mr. Miller?

A.—I had consistently for many months refused to have any interview.

Q.—Why was it improper for him to deal with Mr. Miller?

A.—Because I did not propose to be represented by anybody.

Q.—Was that why it was improper? Wasn't it because you knew Mr. Miller was giving statements on the other side?

A.—No.

Q.—Mr. Miller was preparing statements for the other side.

Q.—Is it usually your practice to have dealings with witnesses who you know are being called to the other side?

A.—No.

Q.—Wasn't that the impropriety you were referring to?

A.—Yes.

Q.—Now if that was so, how comes it that when you found your partner who was inexperienced as this was

views of the facts. He made notes of that and did not show you the altered document?

A.—If he made any notes or not, I don't know.

MR. LEWIS—A request was made to Mr. Miller to produce the original letter of January 11th, 1923.

MR. WARREN—He is not here.

COMMISSIONER—He was asked to produce it the first thing this morning but I have not looked for him.

MR. WARREN—He is laid up; he is ill. That letter was put to him and he said parts of it were all right and he suggested that Mr. Meany would see it.

COMMISSIONER—Is that a copy?

MR. MEANY—I would not say that the document I read was not quite so extensive as that; the opening paragraph is the same; it has referred to the subjects of the other.

COMMISSIONER—I think there is enough evidence here to let me look at this. It is a letter from the Prime Minister to Mr. Miller (Having read letter to himself, it seems to me that this makes Mr. Miller a very much more important person than I had hitherto thought him).

A.—It was on behalf of the company.

Q.—Then he was purporting to be writing on behalf of the company. He was assuming a much higher position than I had given him.

MR. WARREN—I think that letter ought to be produced?

COMMISSIONER—What was the letter to which this seems to be an answer; my recollection is that it has been produced already.

MR. LEWIS—Show letter. This seems to be the letter marked J.M. 35.

COMMISSIONER—Does that refer to the date to which it purports to be an answer to Mr. Attorney.

MR. WARREN—(Shows letter). No it does not.

COMMISSIONER—But you think it was in answer to this?

A.—Yes, that was the letter.

Q.—That is counting on the command of Mr. McDougall, it doesn't seem that this letter was much of an answer to it. I don't find any reference to that in your letter about Mr. Meany. However, those are the two.

MR. LEWIS—Do you propose to read them aloud?

COMMISSIONER—I shall.

Sir R. A. Squires, K.M.C.G. Premier.

Sir—Before Mr. D. H. McDougall left here three weeks ago I had a conversation with him regarding matters pending in relation to the elimination of the two clauses.

He then informed me that he was contemplating leaving for Europe before the twelfth of January and that he would like to have something definite regarding the contract amendment as it would figure considerably in financial discussions and continuance of operations at Wabana during the next year or so, and also on prospective contracts which they are negotiating for on the other side.

While he was here he asked me to go to Dr. Modell with a trusted representative of his to discuss the matter so that Dr. Modell would obtain some information for certain members of the Executive, particularly Dr. Barnes, regarding the reasons for the amendment of the contract. There McDougall's representative assured Modell that should the clauses be eliminated they would be prepared to enlarge their mining forces to 4,000 instead of 2,000 or 2,200 as at present.

Should the Company's desires in the matter of amendment of the contract be complied with it would be to the advantage of the Government to meet the Company half-way in so far as they may ask that royalty on foreign shipments be applied and that shipments to the Spenner be free of royalty for that. The reasons for this could be explained to you verbally by my sister or myself.

He told me that for the benefit of all concerned he preferred to continue the discussion of these matters with Meany as he had opened matter and had his confidence, also that he wished for me to arrange to go to Montreal early in January and if we are to discuss these matters he would ask that Meany come along with me.

May I ask your early consideration of these matters.

Sincerely yours,  
(Sgd.) J. J. MILLER.

COMMISSIONER—(Reading letter).—Then here is the answer of January 11. I can hardly recognize this as an answer to the letter.

MR. LEWIS—Sir Richard, can you tell me what was the condition of your bank account when you left St. John's in 1920?

A.—At the end of July I was overdrawn, which overdraft was secured by a deposit of a \$12,000 security.

COMMISSIONER—What was the security?

A.—Bonds or debentures.

Q.—In what?

A.—I think it was Newfoundland Government four or four and a half per cent.

MR. LEWIS—Did you give Miss Miller any oral instructions as to financing before you left?

A.—I told her that I was leaving notes signed by me as promisor or endorser, or both, which could be used for emergency purposes, in any case where my personal signature would be required as distinct from her power under the Power of Attorney.

COMMISSIONER—She had her own

Power of Attorney which she could use at her own discretion?

A.—Circumstances might arise when my own name would be preferred by any of the Banks. Her power was at the Bank of Nova Scotia.

MR. LEWIS—And you left her these signed or endorsed notes which you have mentioned?

A.—I left them with my Secretary, Miss Saunders, for her.

Q.—And did you give Miss Saunders any instructions as to the use to which these notes were to be put?

A.—I instructed her to deliver them to Miss Miller as and when they were required by Miss Miller.

COMMISSIONER—Were those notes drawn on any particular Bank?

A.—I do not remember. They might be miscellaneous notes.

Q.—If they were drawn on any particular Bank, what Bank do you think that would be?

A.—If they were drawn on any particular Bank, they would be drawn on the Bank of Nova Scotia. I would use a printed form. Each Bank here has its own printed form. For the banking business in our practice, that is not important.

MR. LEWIS—You have heard the testimony of Mrs. Harsant given during the liquor control section of the hearing, on the subject of your going abroad. Did you give her any other instructions than those you have mentioned?

A.—No.

Q.—You have heard her testimony that you directed her to call upon her brother if necessary? Did you give her any such directions?

A.—No, I did not. I did not give her any such instructions.

COMMISSIONER—Do you go so far as to say that she would be breaking your instructions by going to her brother for money?

A.—No, I did not give her instructions not to go.

MR. LEWIS—Did you not give her instructions not to go to her brother?

A.—No.

COMMISSIONER—Would it have been within the scope of her employment to go to her brother for money? Would she be violating any instructions by going?

A.—No. She would not be violating any instructions.

MR. LEWIS—Had you in contemplation at the time you went away any occasion under which she would be justified in going to her brother for money?

A.—No. I felt that the Bank of Nova Scotia would carry along my obligations as they had been doing, and my signed notes which I had left for the matter would be satisfactorily handled.

COMMISSIONER—Had you ever had trouble with the Bank of Nova Scotia prior to your leaving at that time?

A.—No.

COMMISSIONER—The evidence given to us was that Mr. Glennie was rather disturbed, almost offended because you had asked him to arrange those things before you left. What I want to know is, had Mr. Glennie ever before pulled you up in your financial operations?

A.—I have no recollection of his having done so. The Star note had previously been renewed without any criticism.

Q.—Had there ever been any criticism?

A.—I do not remember any.

Q.—If that evidence is true, he seems to have expected you to go and arrange these matters with him before you left?

A.—That is the conclusion I would come to from the evidence as I have heard it.

Q.—There had been no friction between you as to the handling of that account, no sign that they were getting "fed up" with your account?

A.—No, they had not indicated that they were not prepared to renew my accommodation.

ed upon me generally along the same lines.

COMMISSIONER—There was no doubt that Mr. Meany was trying to get back. He was making every effort to get back.

MR. LEWIS—You have heard Mrs. Harsant's testimony about the Tucker and Golden cheques?

A.—Yes.

Q.—What have you to say on that subject?

A.—I received a letter from her. I think it is in evidence.

COMMISSIONER—Have you got any fresh light to throw on it?

A.—Nothing other than the fact that the cheque was sent back to her in the ordinary course.

MR. LEWIS—Did you cash the cheque or receive the proceeds?

A.—No the cheque was sent back in the ordinary course.

COMMISSIONER—Does your banking account show what happened to that cheque?

A.—No. I have had Mr. Frazee search carefully, and beyond the fact that the cheque was certified on the same day at the bank and cashed some days subsequently, I have no record.

MR. LEWIS—You have read the testimony of Mrs. Harsant with regard to this mysterious package?

A.—I did.

Q.—Will you tell us what was in that package?

A.—Five thousand dollars in Bank notes.

Q.—What you tell us the history of that?

A.—Mr. McInnes, who was a director of the Bank of Nova Scotia, offered me a personal contribution of five thousand dollars to campaign funds, and he told me that it would be forwarded to me through the Bank of Nova Scotia, of which he was a director.

Q.—What was your relationship with Mr. McInnes?

A.—We had been friends for years and acquaintances for twenty years.

COMMISSIONER—A personal contribution was it?

A.—To campaign funds.

Q.—What did you do with it?

A.—I got it and used it.

Q.—Did it go into your account?

A.—I don't know.

Q.—I should like to know.

MR. LEWIS—The Bank investigation is now in progress. Mr. Howie is examining the Bank statement.

COMMISSIONER—I do not know that that would show me what I want. I want him to tell me what he did with this.

WITNESS—I have no recollection.

Q.—Have you any record of it?

A.—I have not. I can find no record.

Q.—You have five thousand dollars given to you by a man under circumstances of secrecy for campaign funds, and in no way can you show any record of it.

A.—The money was credited to campaign funds.

Q.—There was no campaign fund account?

A.—Subscriptions came in in cash and they would be distributed as circumstances required.

Q.—And when once the money got into your account, you did not know how much belonged to you, and how much belonged to campaign funds?

A.—I always knew that there was more going out on campaign than coming in. There was no record kept of individual campaign subscriptions.

MR. LEWIS—Is it not true that anonymous subscriptions were frequently being paid for campaign purposes the original donor of which you did not know?

A.—Yes. On many occasions.

COMMISSIONER—I have said before that I understood that. Somebody might wish to give a subscription to the funds, and might not wish his employer for instance, to know that he was supporting the party which the employer was opposed to.

WITNESS—And also in connection with business firms.

Q.—But that would not apply to Mr. McInnes?

A.—No.

MR. LEWIS—How long have you known Mr. McInnes?

A.—I first got acquainted with him as a student at Dalhousie University in 1899 or 1900. He was connected with the University at the time, being one of the honours law lecturers.

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MR. LEWIS—You knew as a fact that the Star note would mature early in August?

A.—Yes, I knew that it was a note that was running at the time.

Q.—What was your intention of carrying on that note?

A.—I felt that it would be renewed as had been done before.

Q.—It had been renewed prior to that time?

A.—That is my recollection.

Q.—And was it your intention that this endorsed note which you left with Miss Saunders would be available for that purpose?

A.—If by any chance the Bank would not accept the Power of Attorney endorsement, but I did not expect that they would refuse it.

Q.—There was the Mursell note for about \$6,000?

A.—I anticipated that the Bank would carry that along as usual. The promisor was well known to the Bank as a person who was responsible financially.

Q.—How long had you been a customer of the Bank of Nova Scotia prior to 1920?

A.—It must have been fourteen or fifteen years.

COMMISSIONER—I had rathered that. You and your partner Winter had an account there for some years, and it seemed extraordinary that you and Mr. Glennie never had any friction before. Was the account always satisfactory?

A.—The account was fairly satisfactory up to that time I think my account was eminently satisfactory.

Q.—And when did this political embroilment start?

A.—I started my political contest in 1919.

Q.—But when did the embroilment you speak of start?

A.—In 1919.

Q.—And after that time your account was not in the same satisfactory condition that it had been in?

A.—After that time I was handling political accommodation paper.

Q.—Was your account generally overdrawn?

A.—No, I think not.

Q.—Was it frequently overdrawn?

A.—I don't think so.

Q.—Was it occasionally overdrawn?

A.—Yes. In the year 1920 I think that there were three or four months that showed a debit balance, against which the Bank was protected by valuable securities.

Q.—You say that there had been no complaints from the officials of the Bank up to the time you went abroad?

A.—I have no recollection of any complaints.

COMMISSIONER—I don't like that phrase.

WITNESS—We are speaking of years ago.

COMMISSIONER—That is true. I don't mind the expression so much

about matters in 1920, but when it is used in connection with things that happened in Dec. 1923, as some witnesses have done. Still I should have thought that you would have known definitely whether the Bank had started pulling you up before you left in August.

A.—I have no recollection of any trouble with the Bank. If they refused the Star note or the Mursell note I would certainly remember.

Q.—Of any similar transaction?

A.—Yes.

MR. LEWIS—During your absence from St. John's at various times did you leave a code for telegraphic and cable purposes?

A.—I did.

Q.—Who should have the custody of that code?

A.—Miss Saunders when she was in town, and on one occasion Mr. Carey. Mr. Carey being the official Secretary to the Prime Minister.

K.—Did Miss Miller have any control over that code?

A.—No.

Q.—When did you first become acquainted with Mr. John T. Meany?

A.—I can't tell you when I first knew him or first heard of him, but I met him definitely in 1919.

Q.—Did your acquaintance with him begin at that time?

A.—As far as I remember.

Q.—What was the nature of your acquaintance with Mr. Meany?

A.—Political.

Q.—Did you ever have any business transactions with him?

A.—No. The acquaintance started with political support. He was giving me with the organization of my party in 1919. He was then in the Postal Telegraph employ.

Q.—He was a supporter of your party?

A.—Yes.

Q.—And was he not a candidate for office?

A.—A candidate for membership in the House of Assembly, yes.

Q.—In the district of Harbor Main?

A.—Yes.

Q.—And I think he was successful?

A.—He was.

Q.—His appointment as Liquor Controller was, I suppose, with your approval?

A.—I don't know.

COMMISSIONER—Before he became Liquor Controller I thought there was an intermediate stage?

A.—After his resignation from the Postal Telegraph Department he was on the staff of the Daily Star, and he was doing work of that class up to the time of his appointment in Aug. 1920.

MR. LEWIS—At the time of his suspension had you been informed of the fact that Miss Miller had issued to him cheques and I.O.U.'s for large sums of money?

A.—No.

Q.—Can you state what, if anything, was said to you after his suspension on the subject of his reinstatement in office?

A.—Several people came to see me on the matter.

Q.—To what end?

A.—Several people came to see me with a view to fixing up the matter between Meany and myself to get him reinstated.

Q.—Do you recall any of them?

A.—On one occasion Dr. Campbell came to the Prime Minister's office and told me that he had come to bring a message to me from Mr. Meany. He said that the message was that Meany wanted to fix all differences and be reappointed.

Q.—Do you recall anything else said?

A.—ATTORNEY GENERAL—Is not this going too far, unless you prove that Mr. Meany told Dr. Campbell to do it?

COMMISSIONER—It is not making much way with me, but there were obviously some efforts being made to have Mr. Meany reinstated.

MR. LEWIS—Do you remember when that was?

A.—A few days before Dr. Campbell went on the 22nd of June, which was about the middle of June. I am not sure of that date.

Q.—Did you discuss the matter with Dr. Campbell at the time?

A.—No, I ignored the matter.

Q.—Were there other times when others called upon you—are you prepared to state the names?

A.—A number of other people called

ed upon me generally along the same lines.

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