penditure Under Relief and Pit-Prop Accounts

amination in Chief of Deputy Minister Turner Completed.

MCKAY EXPLAINS HIS CONTRACTS.

the session opened yesterday Mr. Hunt asked permission purpose Mr. J. J. McKay, Com- Merchant and member of the of Campbell & McKay. In 1921 Bros. assigned to him and since been carrying on the business going concern. He had certain ts, one on his own account, assignee of Steer Bros. That John Gillard was personal. The was signed by Gillard and to him. Witness said he no contracts. Re the Gillard t it was assigned by Gillard me in Dec., 1921. There were such contracts, the witness said. how he came to get them, wit- Sir Richard Squires asked he would accept certain con- but he declined. Then the Minister asked if he would the merchandize and accept ment. Witness said he agreed latter proposition, but would cept responsibility for the t of wood produced. It was greed that he was to be paid in the merchandize whether the was cut or not. This proposi- he said, was made to him in the Minister's office. There were 3 cts that of Gillard, Tulk and Fil- They all visited his place of busi- Gillard came by himself, Mr. came along with Tulk, and Mr. and came along with Fillier. ontractors gave him a list of the which they wanted. A state- of the merchandize was furnish- cash contractor. The goods delivered at the points near the wood was being cut. Wit- said he had a conversation with Campbell subsequent to that with Prime Minister re how much he could advance against the cts. In Gillard's case, witness he knew he did not exceed the n named by the Minister. Dr. bell knew of the arrangement with the Prime Minister. Mr. r said he did not seek the con- but the Prime Minister sought In the course of Gillard's con- he would report the cut of and ask for further supplies. reference to Gillard Contract, were four payments: $4,000, 0, $1950.00 and $743.00 making a of $8208.90. Witness admitted his first bill was 24th Dec. 1921 $815.30 and on that day he re- a cheque for $4,000, and on st, he received the balance. All merchandize was forward by 1922. Bill to the department to other particulars than to andize $1950.00. Witness pro- he would try and get particul- Asked why he was paid $743 in witness said he shipped out andize then. He did not send particulars to the department, he the bill and received the che- the amount. He was not ask- show freight vouchers. Ques- about the quantity of wood re- from the contracts, witness the figures were not given to the scalers. He did not know uch wood was cut when he re- the last cheque of $743 in Asked what he had to say rence to the loss sustained on llard Contract of $2840.41 due payment, witness said he had onsibility in the matter.

MISSIONER—Mr. Turner said was an effort to recover the ment from you.

McKAY—Mr. Turner may have thinking of a letter when Gil- name appears in error in a let- me as assignee to Steer Bros., nse nothing has been done.

—You went to the Department 9th and you had sent forward se goods and the Department you in full as assignee; I am you did the Department or ficial of the Department say g to you about the wood com- payment of this large advance.

—No. Mr. Turner and myself frequently looked at the re- of the men.

—But apparently no record they ified that payment. You know was a shortage of $2,000.00 that in excess of $743.00; they would found that it was not justified.

—The understanding with me that I was to be paid. The other of the office knew nothing it.

—All the more reason that they not pay bills which the ac- did not justify the payment

think they paid it on the in- of the Minister.

—Do you mean they were told it in defiance of the record of

know it was paid.

—It looks quite an extravagant doing things?

USED AS A BLIND.

Commissioner witness said used merely as a blind. He that the Government thought better results by leading the men to think it was a private transaction.

COMMISSIONER—Would they get better results if they paid you more than they would have to pay the men? Possibly they were going to pay irrespective of the cut. You would have no responsibility if it was paid?

A.—The men were paid.

COMMISSIONER—And you were paid because I suppose you did supply the merchandise without profit?

A.—Oh no.

Witness explained that the Tulk contract was not assigned until a month after it was given. He had permission to cut 5,000 cords, and assigned his contract on Dec. 19th. Witness explained that this contract as well as the other two were personal. The amount of the statement was for 9,000 more or less. $7,500 was paid on account and when the freight and other expenses were added the amount of $908 was paid, making the total $8408.00. The witness explained that the same agreement as prevailed in the Gillard case held in the Tulk contract, and he did not accept any responsibility for the loss of $1423.20. Witness said he did not try to get any of the money from either Tulk or Gillard.

COMMISSIONER—You never received any monies from Gillard or Tulk?

A.—No, the money would come from the Department.

COMMISSIONER—You sent Tulk $9,000 worth of goods; what was he supposed to do?

A.—When the wood was scaled I was to be paid by the Government.

MR. HUNT—When these men cut the wood they turned it in to the Government; did you come into the matter at all. Were you concerned with the wood?

A.—My contract was with the Government; when you said I was the Blind you said it all. I was paid in full by the Government and had no responsibility.

COMMISSIONER—Had the Government overpaid Gillard and Tulk they could have recovered the money?

A.—Yes.

COMMISSIONER—And having paid you under the special agreement, they cannot recover from Tulk or Gillard. Therefore there is only one result from having you as a blind, and that is that the excess amounts cannot be recovered. I cannot see the need of the blind, but I don't blame you under the circumstances.

MR. MCKAY—Thank you.

COMMISSIONER—It was good business.

MR. HUNT—Was the Fillier contract assigned on Dec. 19th?

A.—Yes.

Q.—You received $4,000 on account on Dec. 24th, and later $1,575.81 on account?

A.—Yes.

The witness said the conditions in this case were the same as in the others, except that he cut more than the amount. Fillier turned in wood to cover the advances and had a balance of $809.69. This money was passed from the Department over to Fillier. The witness said he could not answer for the Department re their policy.

The COMMISSIONER said it was a case of heads I win tails you lose, viz., if a man cut sufficient to cover his account the assignee got the benefit, but if the man did not cut enough to meet the account the assignee did not pay the loss.

The WITNESS replied yes, in these three contracts that applied, to which the COMMISSIONER made rejoinder "You had everything to gain and nothing to lose."

MR. MCKAY—In Fillier's case he cut more than the contract, earning thereby $809.66. This was paid to me in cash and I passed it over to him.

COMMISSIONER—You would have been entitled to keep it from the standpoint of law. The Government could not keep it. If the amount cut was insufficient they had to pay you, and if sufficient they had to pay you, so that they were up against it whichever way it went?

A.—Yes.

Referring to the contracts with Budden, Day, Dawe and Jennings, witness said these contracts were assigned to him as a trustee of Steer Bros. There was no arrangement made with him and the Prime Minister as in the previous cases. The contracts were made by individuals with the department who then assigned them to him. Asked if he had been requested to repay the loss of $4,298.50 on Jennings, witness said yes. He regarded it as an outstanding obligation and it was provided for as such. The Commissioner suggested that there might be some trouble about collecting the amount. The witness replied he did not think so. In reference to the Budden matter, witness said they would not pay the loss $6,200 so readily, owing to certain circumstances in connection therewith. The legal position he agreed was the same as in the other case. Reference was next made to the loss on account of Wm. Dawe & sons. The loss on this account was $673.09. In the case of Day, he was in credit $722.64 and the amount was paid in Jan. 1923. Witness, asked to explain why, as assignee of Steer Bros., at a time when he was indebited to the Department, he was paid this amount, replied that he referred to it in his letter of indemnity as an individual contract and he sought payment on individual contracts where they were in credit, but where they were in debit he explained he decided to wait the action of the Government. The witness promised to produce the detail statement of the goods supplied under the contracts.

WILL SUMMON MEMBERS OF THE GOVERNMENT.

HOWLEY, K.C. cross-examining, asked if Dr. Campbell or Sir Richard Squires derived any profit personally from the contracts. The witness replied that they did not. Other questions were directed to show that relief was necessary during the period when the contracts were running. After which Mr. Howley asked permission to summon members of the Legislature to give relative evidence.

MR. McKAY said he would not have supplied Gillard, Tulk or Fillier without the understanding with the Prime Minister. Riot insurance was carried during 1920-21 by a number of business people owing to the state of unrest prevailing from the lack of employment the witness said, but their firm did not carry any.

The witness explained that he meant when he said he was a blind for the purpose of the contracts, that the people who had the contracts would be more likely to keep their obligations to a private individual than to the Government.

COMMISSIONER—But they had no obligations, that is the trouble.

MR. HOWLEY—They would have obligations for supplies advanced.

COMMISSIONER—They would if they were not paid for but they were paid for and without the assignment, you would not have done it?

A.—No.

MR. HUNT—These persons must have known the contracts were assigned to you, they actually assigned them to you?

A.—Yes.

Q.—Was it made known to them that the obligations in future were to you? Did they know their obligations would continue to the crown?

A.—So far as I am aware they understood their obligations were to me.

COMMISSIONER—What obligations did you understand they had to you?

A.—Whatever the merits of their assignments, that the supplies were going from me, that assignment of the contract and profits of the contract were to me.

MR. HUNT—Where would they understand they had to pay it?

A.—I do not know, I am not qualified to discuss the value of the assignment from a legal point of view.

There was a short cross-examination of the witness by the Attorney General, following which Mr. Geo. Turner of the Crown Lands Department was re-called.

MR. WINTER examining, said we were talking of the Relief Account and cheques which were put in. We got to the point where we were talking of the payment of money to members of the House of Assembly representing districts where money was paid them direct.

Q.—Sir John Crosbie, Port de Grave $6,250, this is correct?

A.—I presume it is.

Q.—Frank C. Archibald, Harbor Grace, $27,888.47?

A.—That would be a large amount he was Superintendent of Relief Work.

Q.—W. F. Penny, Carbonear, $2,500?

A.—He was another.

Q.—W. H. Cave, Bay de Verde, $17,437.00, W. W. Halfyard, Trinity, $200 R. Hibbs, Fogo, $3,000; W. R. Warren, Fortune $2,000, those are all payments made to members of the districts.

A.—Yes, for disbursement.

Witness said he could not explain why some districts received a larger amount than others. He said he had nothing to do with the matter, it all being done on the instructions of Dr. Campbell. He said the relief in Conception Bay had to take some other form than pit-prop cutting.

MR. WINTER—Would you look at this voucher and cheque, can you explain what that is? It appears there is nothing to show any work was done for it?

A.—It purports to be supplies issued on the order of one of the members of the district at that time.

Q.—It is F. P. LeGrow, $215.00. The reason I bring this up is to know if there were any other cases like it?

A.—I really do not know, I had nothing to do with Relief distribution it was done by the instructions of the Minister, the cheques issued to various parties.

COMMISSIONER—The voucher was originally for $225 and twenty was deducted, it was an error. It is simply a list of names to whom goods were supplied, that is what it looks like.

MR. WINTER—There is a receipt on it from A. & F. Parsons?

COMMISSIONER — Yes. Received from F. P. Legrow, A. & F. Parsons. o.k. W. H. Cave, then something about a cheque from House & Company. However you do not know anything about it, therefore we must wait until we get somebody who does.

BIRCH JUNKS, SPLITS AND CAB HIRE.

Referring to relief in St. John's, witness said in some instances it took the form of purchases of birch junks. About $3,300 worth of birch junks were cut in Trinity Bay and brought here and delivered to the institutions. Asked about the splits, witness said he understood some were sold the department at this time. The witness was then handed a large bundle of receipts for payments in respect of cab hire.

COMMISSIONER—List of cab hire from February, 1923 to May, 1923.

MR. WINTER—Those are the Minister's personal cab hires?

A.—Mostly I think, practically all or on his order.

Q.—Was it the Minister used the cabs?

A.—Ordered by him and used as Minister of Agriculture and Mines.

Q.—I have a memo here from June, 1922 to May, 1922, the sum of $1218 was spent on cab hire?

A.—That is for the person who had the cabs to explain apparently.

COMMISSIONER — From January to May $850.00. Then there are various cheques and receipts from the Minister of Agriculture and Mines, sums of $8.00 cab hire for Minister, that is an ordinary form of receipt, they are all for small sums. Some of them as little as $3.00, some as large as $10, $6, $4, $2, and so on.

MR. WINTER—Where do they appear in your books, these cab hires?

A.—Scattered through the pit prop account.

Q.—Do you know if there were any of these used in connection with the Model Farm?

A.—They should not be charged to this account if they were.

Q.—What was the Model Farm?

A.—Model Farm was the place where they kept animals for breeding purposes and that sort of thing.

MR. HOWLEY—I thought we were not going into that just yet?

COMMISSIONER—I might hear what it is. I thought I was in for an interesting description of a bit of local scenery. Where is it situated?

A.—A couple of miles from town in the West End. A place where the Government kept stock for distribution and breeding purposes.

COMMISSIONER—That does not hurt you much, Mr. Howley. Is it under the direction of the Minister of Agriculture?

A.—Under the direction of a Board of which he is Chairman.

COMMISSIONER—And possibly in certain states of weather he might take a cab, but if he did it would not appear in this list, but we may come across a supplementary list of cab hires to the Model Farm.

The witness was next shown a list of certain other expenditures, which he explained were expenses of office, an expenditure of one of the votes of the Legislature. Asked if any of the contracts appeared in this account the witness said there was an amount transferred from it to some other account.

Q.—They were taken out of supplies and put in either pit props or Model Farm or both?

A.—No, to one only. Transferred from one account to the other.

COMMISSIONER—It might be pit props or it might be Model Farm?

A.—I think that was it.

MR. WINTER—In other words if I understand you correctly the pit prop account was eventually credited?

A.—That is what it would amount to.

Q.—And the supplies account debited?

A.—Yes.

Q.—So that now it appears as a charge on the Supplies account?

A.—Yes. Transferred if it was from pit props.

Q.—Why was it done, on whose orders?

A.—On the instruction of the Minister. I do not know why.

Q.—Which Minister?

A.—Dr. Campbell.

Adjournment was taken at 5 p.m.

There was but a small attendance at the enquiry this morning. Mr. Turner was again on the stand. To Mr. Winter witness said he knew practically nothing of the conditions under which the cab hire payments were made, except that they were due to the Minister having to be constantly on the go in reference to the different relief works. Witness was shown two cheques for $21 and $57, which he said were paid for cab hire, paid 21st April and April 25th. He also identified eleven payments of $30 each to Cabman P. Gladney. These were all paid within nine weeks. Witness said that $30 would represent quite a lot of driving. He did not know Gladney nor what he was doing. Another set of receipts during March showed payments of $1.50 and $2.00 to Mr. Lawlor. These cheques were endorsed with a mark and witnessed by clerks in the office. Following this a cheque for $8 paid Thos. Druken was examined, it was endorsed by a clerk in the office. This cheque was signed on the back J. T. Meaney. Two other cheques for $8 and $3 to P. McCarthy were signed in presence of Hart.

COMMISSIONER — All these are about the same time; there seems to be a glut of cab hires during March.

MR. WINTER—Yes, there is one more.

Witness was shown these cheques, $4 and $12, endorsed same as previous.

SPLITS $16 PER LOAD.

Witness was next shown a number of vouchers for splits purchased. He said there was a record kept of payments on this account, but no record of their distribution or delivery as far as he knew. One of the cheques was for $14, Feb. 3, to Parsons, and $16 to Murphy on the same date. Witness said the sixteen dollars was paid for the load of splits. The Commissioner thought this was an extravagant price. A second voucher showed that Wm. J. Squires had been paid $12 for a load of splits. The cheque was to bearer and paid Feb. 12th, 1922.

Witness explained that the purchase of splits was another form of relief. Shown another lot of documents, witness said the amount mentioned $31.00, was a special relief to a man named Walsh. This man was destitute and he was paid out of relief. He received clerical work to do in connection with the Labrador Boundary instead of being given the usual work of breaking stone owing to his physical condition.

PASSAGES TO PORT UNION.

Another lot of vouchers dated June 8th showed that $13.50 had been paid for passages to Port Union of Dr. Campbell and Joseph Fitzgibbon. Witness did not think they needed relief but assumed they had gone to Port Union in connection with relief work, so that the money was charged to the Pit Prop Account.

The next documents examined were in connection with cables between Dr. Campbell and Sir Richard Squires. They amounted to five or six hundred dollars. Witness said they had to do with the pit prop contract with Rodgers for the most part and the amounts were properly charged to the Pit Prop Account.

Another sort of transaction showed that passages had been paid between Millertown Junction and St. John's. These were men who were out in the woods and dissatisfied with the work and had to be brought home. There were hundreds of instances of this and the fares were mostly charged under the Pit Prop Account.

SEED POTATOES $60,000.

Asked to describe what was done in reference to potatoes, witness said there was a great shortage of food in 1920-21 and the Government decided to distribute seed with the understanding that those who received them were to pay for them by work on the roads. There was a great demand for the seed and the arrangement for their distribution became rather complicated. Witness said this was kept in general as well as special account. Something like $60,000 or $70,000 was expended in this way. Some correspondence on this matter was read by the Commissioner, following which a statement of the potato account kept by Mr. Bailey was examined. There was no summary to the statement. It contained a list of parties to whom potatoes were sent in the outports. In the majority of cases no returns were made. Witness was shown voucher for $787.50 paid Swyers Co. Bonavista for feed potatoes in June, 1922. These potatoes were distributed to the different road boards. There was an extra charge on this account for freight, etc., but it was disallowed. The statement was certified correct by the members Messrs. Abbott and Winsor. The receipts were signed, paid per J. Abbott, but it did not appear by comparison to be in his handwriting. In another account the cheque was made to John Abbott for seed supplied to different parties. There was no voucher from them of having received the potatoes. Charges for freight were allowed in this case. Mr. Winsor or Mr. Abbott will be called to explain. Three similar transactions were examined but there was nothing to show that the potatoes went to the parties to whom they were sent. Witness explained that the proper carrying out of the transactions rested with the different members. The bills against the Department in most cases appeared to be made out by the members. Shown two cheques of June, 1922, Thos. Molloy for $15 each, witness said there was only one voucher for the two amounts. One cheque was paid in June and the other in August. The Commissioner asked for an explanation of both these cheques and was told that both amounts were charged in the ledger. The second cheque was endorsed Molloy X (his mark) whilst the first was endorsed by himself personally. There had been an erasure made, probably "cancelled" was marked out, and ditto marked so that it would appear as payment in respect of a second lot of potatoes.

The next document examined, showed payment of commission of $6.25 on potatoes distributed by W. J. Forward, Elliston. Witness said this was done in some cases. A cheque for $100 examined, showed that the amount had been paid N. J. Vinnicombe for like services in St. John's East. Witness explained that Vinnicombe was for a long time employed in the office supervising the distribution.

A memorandum of work done by Hearn at Mahers Junction showed that $1162.00 was paid in this connection. There was a correction in the account showing that there had been a small overpayment due to a mistake in totalling up the account. Witness said that there were other cases of this wood cutting in which the cheques were made direct to the men. This applied in the case of James. A number of cheques purporting to be payments for services, witness said, were made to officials in the department as follows:—

Mr. McNeily	200
W. Noel	200
N. McLellan	200
S. Hart	150
Geo. Turner	500
W. Noel	200
A. J. Bayley	150
H. J. Duder	200
H. Burridge	100

MR. TURNER offered an explanation of these amounts. He said the relief work was outside the regular duties of the office, and entailed considerable extra work. Representation, to this effect, was made to the Minister, who authorized extra payments to the staff.

The COMMISSIONER enquired if these amounts had appeared in the Estimates, and was told that the Relief Account had apparently been voted on Executive responsibility.

The Pit Prop account represented an overdraft at the Bank, as it was a loan, and no money had been placed to the credit of the account.

MR. WINTER read a list of payments to certain Police Officers on the Relief account.

MR. TURNER could not say what actual work was done by the Police, but he understood that they had to keep a tab on some of the works in connection with the account. The amounts were:

I. G. Hutchings, $500 & $1000; Supt. O'Neill, $200; Head Constable Cox, $25; D. Inspector Sheppard, $25; Sgt. Wells, $20; Const. Blundon, $20.

There were several unclassified amounts which, according to Mr. Turner, covered the out of pocket expenses of the Minister and people he had to take with him on journeys in connection with the Account.

MR. WINTER asked concerning vouchers for two kit bags, and was told one was for the use of the Minister and one for one of the Agricultural Commissioners. Witness presumed these were used when the owners were travelling on official business. Both officials had left the Department but witness, so far as he knew, believed they were still in their possession.

MR. WINTER—What is the nett loss on the Pit Prop Account?

A.—$1,233,000.

This concluded the examination-in-chief of Mr. Turner.

MR. HOWLEY asked if he might defer his cross-examination of Mr. Turner until he had an opportunity to go into the voluminous exhibits. It was decided that Mr. Howley should begin his cross-examination of Turner, and after recess, other witnesses could be examined and Howley could continue when ready.

MR. HOWLEY—Can you furnish a statement showing total expenditure according to districts of this $1,600,000 distinguishing between payments made on wood cutting and unremunerative works?

A.—Yes, I shall have it prepared.

MR. HOWLEY asked witness if he could give any idea of the extra work entailed by the Relief account, in the Department, and was told that it was merely a question of the same staff doing much more work. The offices were daily filled with people seeking the Minister, and they importuned him even after office hours. The office hours had to be extended, as none of the ordinary official work could be done between 10 a.m. and 4 p.m., when the office was open to the public. The extra burden was pretty well distributed amongst the whole staff. The Minister had the whole burden of the distribution of the relief on his shoulders. He was guided by the representatives of the various districts except in those cases of which he had personal knowledge.

MR. HOWLEY—Did the Minister ever receive extra pay for the extra burdens he had assumed?

A.—Not to my knowledge.

Q.—When did Messrs. Read, Sou and Watson first go to your department to make an audit?

A.—About October, 1923.

Q.—Had they made a report up to Dec. 22nd, 1923?

A.—I do not know.

Q.—Do you know if they have made any report to date?

A.—No.

Q.—Do you know if the examination of Council for the Government investigated everything under this paragraph?

A.—I do not know anything of any report.

MR. HOWLEY thought he should be permitted to ask if anything which was not investigated by Counsel in their examination of Mr. Turner, had occurred in the Department but the Commissioner would not allow him to question on matters outside the terms of the Commission, even if such matters existed. Mr. Howley thought he had a roving commission, but was told by the Commissioner that while this might be the case, the field in which he roved was limited. Mr. Howley said he only wished to know if all the matters dealt with in the examination-in-chief of Mr. Turner comprised all the matters which the auditors found demanded explanation. Further argument ensued and ended in the Commissioner asking Mr. Howley to name the allegations made against his client, or he (the Commissioner) would enquire into them. Mr. Howley proceeded to name them as follows:—

Allegations have been made that Dr. Campbell has been guilty of embezzlement or mis-appropriations of the funds of his department. That when Dr. Campbell left the colony in July, 1923, that he fled from justice. That indictments had been made against Dr. Campbell, and the Government authorities were having him brought back to stand his trial. That large misappropriations or misuse of funds were made under this pit-prop account by Sir Richard Squires and Dr. Campbell.

MR. HOWLEY thought that Dr. Campbell should be given an opportunity to give evidence and undergo cross-examination with a view to expressly and directly satisfy the Commissioner that there is not the slightest foundation for these allegations. The Commissioner having reiterated his promise to enquire into these matters, recess was taken until this afternoon.

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