

Hon. W.P. Jones Deals With The Valley Railway Grafters

Counsel for the Government Reviews the Evidence in an able speech--Alleges that Tennant and Co-workers Entered Into a Conspiracy to Defraud Public Treasury ---Awarding the Contracts Always Synchronized With an Election.

The following is an extract from the argument presented by Hon. W. P. Jones, counsel for the government before Commissioner Stevens at St. John on Wednesday:

Now it must be remembered that this William B. Tennant, according to the evidence of Mr. Baxter, who was attorney general of the province under the old administration was, in the general election of 1917, the man to whom Mr. Baxter says he paid money enough as he thought to provide for all the expenses of the election in the county of St. John. Mr. Tennant was

then the financial agent of the Attorney General. Whether you would be safe in assuming that his railway activities, both in reference to this Corbett matter and later on, were entirely unknown to Mr. Baxter, would seem questionable. Mr. Baxter is a bright man, a very prominent and active member of the former government, a man who has a complete knowledge of political conditions throughout the province, and one would suppose that it would be extremely difficult for his financial agent to conceal altogether from Mr. Baxter his financial connection with contractors and would-be contractors on the railway, or even to conceal from Mr. Baxter his political campaign contributions.

A Peculiar Position. Mr. Baxter says in his testimony that while these tenders were called for on a mileage basis in December, 1915, at the instance of the provincial government, the government had no intention of accepting any tender at that time or of proceeding with the work. He says the call was made to indicate to Mr. Cochrane, who was



MR. P. J. HUGHES, Associate Counsel for the Government.

then minister of railways at Ottawa, that the provincial government intended to go ahead with the work whether Cochrane was willing or not. If Mr. Baxter is correct, he is in a most peculiar situation, namely, that of a public man acknowledging that he called tenders for a large contract; that he was the occasion of business men going to large expense and spending much time in preparing tenders, when it never was the intention to accept any of them. This insincerity of the government must have become known to some of the firms who took the trouble to examine the route of the proposed railway and submitted tenders on a mileage basis, because when tenders were afterwards called for on the unit basis no bona fide tender whatever was received.

Mr. Tennant's Further Activities. It must be remembered that prior to the opening of these tenders on a mileage basis the Nova Scotia Construction Company had some correspondence with William B. Tennant, in which he had suggested that he might open negotiations for them with a view of securing the contract for the Valley Railway, and they had replied that they hoped he would open negotiations with a view to landing the contract. If Mr. Tennant could succeed in driving off, by some means or other, all firms intending to tender on this work, he would be more likely to land the contract for the Nova Scotia Construction Company. He succeeded in driving Corbett off, that is, either his action or the action of the government, and we shall presently see how he succeeded in buying off some other firms.

On the day that the tenders were to be opened, that is the 30th of December, Mr. Todd resigned. He has given evidence before you in which he says that his reasons were his health, that the work was not congenial, and that he was not satisfied with the manner in which one member of the government dealt with the railway question. The tenders were not opened that day, but opened on the sixth of January, 1916, after Mr. Sumner of Moncton had been appointed president of the railway company.

On the 21st of April, 1916, a meeting of the directors was held at which a call for tenders on the unit basis was authorized. Although this was a contract involving two millions of money, the directors thought that a little over a week's notice was long enough and they inserted the call in a few Maritime Province papers and in no others. This notice called for tenders to close on the 5th of May for the construction of the railway between Gagetown and Westfield, a different route from that mentioned in the mileage call, which was for a railway to Rothesay, and consequently tenderers had about a week to examine the work and figure on this very large proposition. It appears that only three firms of contractors were preparing to submit tenders on this work. One of them was the firm of Smith & Merrithew, who were induced by Lindsay, the managing director of the Nova Scotia Construction Company, not to make any tender. Mr. Cozzolino says at page 150 of the evidence that Mr. Lindsay told him, referring to Smith & Merrithew, that somebody

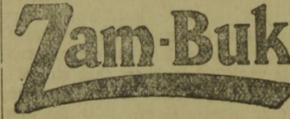
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else was going to put in a tender, and he promised to give them a little more money on a sub-contract and they would not tender against the Nova Scotia Construction Company. The question was then asked Mr. Cozzolino, who was president of the Nova Scotia Construction Company.

Another firm who were prepared to tender was that of Kennedy & McDonald and the third was the Nova Scotia Construction Company.

The tenders were to close on May 5 but on May 4 a series of meetings were held in St. John between Tennant, McDonald, Lindsay and Thomas Nagle. Two tenders were made out, that of the Nova Scotia Company and that of Kennedy & McDonald, in the latter the prices of the important features being uniformly higher.

The way in which the tenders were prepared is illuminating. The N. S. Company's tender was in Mr. Tennant's office where Mr. Nagle could get it. Mr. Nagle told Mr. McDonald that all Lindsay wanted was for him to keep out. Mr. McDonald testified

that Mr. Nagle told him that only one firm was to get the contract, the N. S. Company, but that they could get a sub-contract and they agreed to put in a tender furnished by Mr. Nagle. Mr. Tennant's part in these negotiations was reviewed by the counsel from the evidence, and Mr. McDonald was quoted as saying that he knew it was no use to tender direct.

Suggests Conspiracy. This, said Mr. Jones, indicates a conspiracy on the part of Mr. Tennant, Mr. Nagle, Mr. McDonald and Mr. Lindsay to prepare fake tenders and secure for themselves exorbitant profits.

The magnitude of the profits was shown by the fact that the contractors could pay Tennant \$133,000; Kennedy & McDonald \$42,000 more than they would have paid to other sub-contractors for the same work, and \$12,000 more to Smith & Merrithew.

"If this is conspiracy, and I maintain that it is, it is a crime. It is a crime at common law and under the criminal code." Counsel here quoted from the code.

"I may say that I have given the attorney general an opportunity to read this evidence and that he is ready to take criminal proceedings against these four men under the criminal code.

"Q.—You were buying these fellows off, so they wouldn't tender?"

"A.—I don't know. Anyway, he told me he agreed with them before we had the contract that we would give them a little more money.

"Q.—While the tenders were being called for?"

"A.—Well before the tenders. He said he made a concession; I don't know for what."

Another of the firms who were at that time contemplating the making of a bona fide tender was that of Kennedy & McDonald, railway contractors of ample means and large experience; and the third was the Nova Scotia Construction Company.

That Meeting in St. John.

The tenders were advertised to close on the 5th of May, 1916, and the day before there was an interesting meeting in St. John, or a series of meetings between Messrs. Tennant, Lindsay, McDonald (of Kennedy & McDonald), and one Thomas Nagle, who was representing Kennedy & McDonald.

The result of such meetings was that two tenders were made out, one purporting to be that of the Nova Scotia Construction Company and the other that of Kennedy & McDonald, and in the tender of Kennedy & McDonald the prices in respect to the essential items of the work were uniformly just a trifle higher than those in the tender of the Nova Scotia Construction Company.

As to the manner in which these tenders were prepared, the evidence is fairly illuminating. The Nova Scotia Construction Company's tender was prepared first. Mr. Lindsay had it and Mr. Tennant knew of it and had access to it. Mr. Tennant says that the figures may have been in his office, which Mr. Nagle could get. Mr. Nagle says that Tennant told McDonald: "Lindsay does not expect you to do anything, only to keep out of it."

And then again: "The preparation of the tender (Kennedy & McDonald's tender) I don't know where it was prepared. Mr. Tennant didn't want to have anything to do with it. But however, he spoke to the Nova Scotia Construction Company about it, or I presume he did. I don't remember whether I left my office with Mr. Tennant or not, but I left on some personal business of my own, and when I came back the tender was there on my counter. I don't know who sent it there. We got it. The form was sent down filled in and we got it." "I presume that Lindsay sent it down. I told

WOMEN! MOTHERS! DAUGHTERS!

Tennant they (Kennedy & McDonald) wanted to put in a tender." "Q.—And you told Tennant that the figures were to be higher than the Nova Scotia Construction Company's figures?" "A.—That was the idea, yes. I talked with nobody but Tennant about it, and when I came back the tender was there as a result of my talk."

Conspiracy Disclosed. This evidence, Mr. Commissioner, discloses a conspiracy between Tennant, Nagle, Lindsay and McDonald, to defraud the public through the railway company by means of deceit. Lindsay first bought Smith & Merrithew off by the promise of a sub-contract. (Continued on page 6.)

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