

MR. ROGERS, EXAM. BY MR. MERRICK

1 more salient ones.

2 In the third paragraph of that letter, Mr. Comeau
3 makes the statement, "I reiterate that it is still Nova
4 Scotia Power's obligation to live within the general
5 terms of this contract. We need CBDC coal." Why would
6 that letter have been written to Mr. White as opposed to
7 your own Department? Although, it was copied to you.

8 A. I presume that there was a certain amount of anger
9 at the fact that I was insisting on an unequivocal
10 commitment on this topic and so that Louis Comeau's
11 letter to Peter White would be one way in which they
12 believed they might put the matter to rest. And in
13 examining this letter, my reaction to it was that there
14 are so many holes in that, you could drive a truck
15 through it.

16 Q. I notice from reading it that it wasn't very
17 explicit on what the commitments were.

18 A. Exactly. What we had to have was something, in my
19 opinion, that when -- if it came up ten years from now
20 and it -- you asked a group of lawyers to assess whether
21 or not this was a contractual commitment, the answer
22 would be yes -- not no. Which is why the final letter is
23 signed by the Premier and by Louis Comeau.

24 Q. All right. So that this still was not sat --

25 COMMISSIONER You expect to get a group of lawyers to