

MR. CAMERON, EXAM. BY MR. MERRICK

1 The next paragraph says, "At the Novaco meeting held on  
2 December 3rd, '91, the Board agreed to Curragh's request  
3 to amend the take-or-pay agreement so that Curragh would  
4 not be required to give the election notice until June  
5 30th, '92. The Board's decision is subject to your  
6 concurrence." He's writing to Nancy Ripley-Hood. "That  
7 the contract can be legally amended. That the other  
8 parties agree and that Novaco can agree to the delay of  
9 the notice without compromising its position or the  
10 position of the Government of Nova Scotia." And then --  
11 that's his memo to her, I assume, seeking her input. If  
12 we then turn to her reply, which is at page 14 -- do you  
13 have that?

14 A. Yeah, on 14?

15 Q. Yes.

16 A. Um-hmm.

17 Q. And in the second paragraph she says, "There is  
18 absolutely no reason to extend the time for giving us an  
19 election notice. Westray maintains it is for political  
20 reasons. I think Cabinet and Novaco should consider the  
21 following..." and then she goes through her reasons why  
22 the amendment should not be granted. And we don't have  
23 to read them in any detail, but she sets out four reasons  
24 from her provision, basically, coming to the fact that it  
25 would mean that Westray could, in fact, recover even more