

MR. ROGERS, EXAM. BY MR. MERRICK

1 into the body of the agreement, not as a codicil, and
2 we'll get all the commitments we're looking for on price
3 and contracts for this ten-year period." As I mentioned
4 in my earlier testimony, I felt the letter was as much as
5 could be accomplished and that we were going to go on
6 forever on trying to negotiate specific volume
7 commitments for a ten-year period, and prices solid for
8 the first six years, which was also part of that. We
9 were just not going to get there from where we were. So
10 I said, "We will stop here."

11 So this really went by the boards because I took the
12 position that it was unnecessary for the purposes of the
13 agreement with Westray, although it was certainly
14 important ultimately to be negotiated and concluded
15 between N.S.P.C. and DEVCO. But it wasn't essential to
16 do that right then.

17 Q. Let me flip you to page 82. It's a letter from Mr.
18 Phillips now to Mr. Harvie Andre of February 15, 1990.
19 And it's marked "Draft" at the top right-hand corner. We
20 don't know for sure whether it was sent, but in the
21 second paragraph he says, "Curragh is now informed by Mr.
22 Roy Sherwood that it is a Cabinet requirement that the
23 DEVCO/N.S.P.C. agreement is a prerequisite to Curragh
24 obtaining Federal funding for the above-noted project.
25 If this is the case, we feel this requirement will cause