April 17th 1905.

Messrs Robt.Ward & Co,
Victoria,B.C.

Gentlemen;-

I am in receipt of your favor of the 15th inst., also enclosures,which I have read with interest.I am exceedingly astonished at the reply made you by the Directors and can only say that the answer is totally at variance with actual facts in every particular.I am equally astonished at Mr Ker making such claims over his own signature as he especially,and on more than one occasion,both to me personally and to the Board of Directors,took the very same ground that you have,as respects the share of business his firm was entitled to under the promises made them by Mr Jarvis and myself.I therefor cannot see how he can reconcile his present claim of ignorance with his past insistences on what he considered his rights.

When negotiating with you for your cannery I told you that as compensation for the agency loss you would sustain by the amalgamation being accomplished,it was our intention that all things being equal shareholders should be given the preference in the allotment of whatever business the Association would have to place.This was the basis of the entire agreement.It applied to agencies like yourselves,Rithet and Evans as to orders and insurance,to cannerymen as to preference to outsiders in alloting positions,and it even was due to this very same reason that the Bank of Commerce and the Bank of Montreal were chosen in preference to other banks,as the ones to participate in the financing of the Association.

In speaking to Rithet & Co they specifically asked for,and were given a promise,(Mr Ker being present at the time) that all things being equal they should get the preference in grocery orders,unless J.H. Todd & Son were also included,in which case,the latter would also have a share.They were also to have some share of the insurance,but as you were not supplying anything but insurance,and,as agents,were losing more even than Rithet,it was understood,and Mr Ker is aware it was understood,your share of the insurance would be greater than theirs on that account.

When the company was formed I proceeded to carry out my promises.In doing so you were alloted a larger percentage of the insurance than anyone else received,and the justice of this being so arranged was concurred in by Messrs Wilson and Evans,who with myself,and I think Mr Ker,were present when the allotment was made.I thus lived up to my promise to you and any present digression from the performance of such promises as were made,I am entirely free of responsibility for.Later on pressure was brought by the Bank of Commerce to have my promises violated so that companies in which their president was interested might participate in the insurance.That I strenuously opposed this is evidenced by my correspondence with Mr AEmilius Jarvis,which correspondence is on record at the Association's office.

For the year 1903 the insurance allotment was secretly arranged without my knowledge,and although I was general manager of the company at the time,I was not aware of what had been done until sometime after the matter was settled.The reason for concealing this from me was the knowledge that I would oppose any adjustment of the matter which might place the Association in the position of violaters of their promises.

As for 1904,I am not aware what the allotment was.I heard however from some of the directors that your percentage had again been reduced,but as the question of division had been placed entirely in the

R.W. & Co #2.

hands of the executive, I was not in a position to raise any objection.

From the very commencement of the Association's career I endeavored to carry out my promises, and wherever I failed to do so, the responsibility rests entirely upon the other members of the directorate. I also tried to give shareholders the preference, where everything was otherwise equal, and while doing so as regards insurance amongst other things, I always believed that the Association would obtain more beneficial results and better rates if one company had all the insurance, than where it was divided amongst two or more. For this reason I steadily advocated the advisability of insuring with one company under a blanket form of policy, and finally at a meeting of the directors held on June 3rd 1904, I succeeded in having a resolution passed, that commencing with January 1st 1905 all insurance should be carried in blanket policy form through some one company, and that tenders for insurance be called for from the companies direct, each company to give sketch of the plan they would propose, at the time of making tender.

At the time this resolution passed Mr Ker opposed it as not fair to those who then enjoyed the business, but despite his opposition the resolution was carried. In the light of your present statement that Mr Barker informed you the question of insurance was settled prior to his assuming the management, and that instead of tenders being called for, the business had been divided between Rithet, Evans, and Ceperley, it would seem as if the Board of Directors are, as regards their insurance resolutions at least, merely figureheads; the same as the other directors made of me on a previous occasion concerning the same subject.

In conclusion I would state, 1st., that the directors had full knowledge of the promises made by Mr Jarvis and myself, and frequently discussed them at board meetings at which I was present. 2nd. There are records to show that such promises were made, vide; correspondence between Mr Jarvis and myself, and letters from R.P. Rithet & Co complaining of the apparent non observance of such promises where made to them. 3rd. The Association are specifically bound to observe all promises made by Mr Jarvis and myself, as the instrument of transfer from Mr Jarvis and myself to The B.C. Packers Assn., distinctly included an agreement on their part to assume all undertakings that Mr Jarvis and I were liable for under the terms by which our options had been secured. As promises such as were made your firm were merely verbal, it is possible that in a court of law the Association would not be held responsible, but from the standpoint of business honor, I consider their action in this, amongst other matters, as not in accordance with strictly honorable business practises.

Yours truly

Henry Doyle

H.D.