

CHAPTER X

**JACQUES CORRIVEAU
AND LUC LEMAY****10.1****Influence and Credibility of Mr. Corriveau**

Throughout the Montreal phase of the hearings, the Commission heard repeated confirmation that Jacques Corriveau met with various persons at different levels of authority within the government, at which meetings the initiatives later known as the “Sponsorship Program” were discussed. Mr. Corriveau was invariably perceived by others as a person of substantial influence within the Liberal Party of Canada, whether or not he still occupied an official position within the Party. He had been a Vice-President of the Quebec wing in the early 1980s, and the National Vice-President (Francophone) in the same period.¹ He was known as a close personal friend of the Prime Minister.

As an example of the general impression that Mr. Corriveau was a person of great importance, Mr. Guité recalls an incident in 1994 or 1995 when he was summoned to the office of Mr. Dingwall, then Minister of Public Works and Government Services Canada, by the latter's Executive Assistant, Warren Kinsella, who said Mr. Dingwall wanted Mr. Guité to meet someone.² On arrival, Mr. Dingwall told him that he was going to meet a gentleman named Corriveau who was "a very very close friend of the Prime Minister," adding, "if ever you find somebody in bed between Jean Chrétien and his wife, it will be Jacques Corriveau," and that Mr. Guité should "look after him." This message was repeated on other occasions: "look after this guy" and "look after this firm," referring to Mr. Corriveau's business.³

It is interesting to note that when Mr. Guité was introduced to Mr. Corriveau a few minutes later, he was in the company of Jean Lafleur,⁴ although both Mr. Dingwall and Mr. Kinsella testify that they have never met Mr. Lafleur.⁵ Mr. Guité has no reason to mislead the Commission about this incident, and his version of it is accepted. It is interesting to speculate about what Mr. Corriveau and Mr. Lafleur may have been discussing, and it is also interesting to wonder why Mr. Dingwall wanted Mr. Guité to "look after" Mr. Corriveau. Whatever the reasons, Mr. Guité took care to follow Mr. Dingwall's instructions.⁶

As a further example of Mr. Corriveau's perceived influence, Jean Brault testified that Jacques Olivier, a person much involved in Liberal Party affairs, said to him when Mr. Corriveau's name was mentioned, "Colle-toi sur Corriveau; ça va t'ouvrir des portes." (Stick to Corriveau; it will open doors for you.)⁷

The evidence establishes that at all times relevant to the Commission's mandate, Mr. Corriveau has been the owner and operator of a graphic design business known as PluriDesign Canada Inc.⁸ (PluriDesign), which in 1997 was engaged by the Liberal Party of Canada (Quebec) to prepare posters and printed election campaign material for use in the 1997 election campaign in Quebec. For this work it billed the LPCQ more than \$900,000, making it by far PluriDesign's most important client at that time.⁹ When some of PluriDesign's invoices for these goods and services were overdue, Mr. Corriveau

was able to arrange a meeting with Mr. Pelletier and Mr. Gagliano in December 1997 to discuss the problem.¹⁰ This is not the kind of access that is available to many persons. Whether as a result of the meeting with Mr. Pelletier and Mr. Gagliano or otherwise, the accounts of PluriDesign were paid in due course.¹¹

According to Mr. Brault, each year Mr. Corriveau would ask Mr. Guité or his successor, Pierre Tremblay, for approval of a “very special list” of eight or nine sponsorships of events or projects of a cultural or artistic nature, such as Jeunesses Musicales, Chants Libres,¹² L’Orchestre Métropolitain, or a television program known as *Décibel*.¹³ These sponsorships were not for large sums of money, and approval of the special list was more or less automatic. Groupaction was always designated to manage them, although little management was necessary since they were really thinly disguised subsidies to organizations in need of financial assistance—favoured by Mr. Corriveau—much more than sponsorships designed to promote and enhance the visibility of the federal presence in Quebec. No one questioned their eligibility because they were known to be the pet projects of Mr. Corriveau and were included in a group of projects known as “Unforeseen Events,” which cost the government only from \$200,000 to \$300,000 per year.¹⁴

Mr. Corriveau presents himself to the world and to the Commission as a refined and cultured man with a patrician air, interested in and supportive of the arts.¹⁵ He says that as a committed Liberal and as a matter of principle he has worked for 40 years on a gratuitous basis for the LPCQ.¹⁶ It was only when the full extent of his involvement in the Sponsorship Program was revealed as a result of the testimony of Luc Lemay that the Commission learned that Mr. Corriveau was as much motivated by an appetite for financial gain as by principle.

Mr. Corriveau says that his recollection of certain events has been affected by anaesthesia during surgery he underwent in late November 2004,¹⁷ which serves as a convenient excuse for selective memory lapses.¹⁸ He chose not to file a medical assessment or certificate to support his opinion, and the Commission remains skeptical about his explanation for his alleged inability

to remember important details of meetings and conversations, either recent or remote. He testified on two occasions, and in some respects contradicted his earlier testimony. I believe that these contradictions cannot be explained by a failure of memory but are due to an intention to mislead the Commission. He admits that he deliberately lied to a journalist when he told him that he had absolutely no involvement in the Sponsorship Program.¹⁹ His testimony frequently comes into conflict with that of more credible witnesses, such as Jean Brault, Luc Lemay and Daniel Dezainde, and in each such instance, after careful reflection, the Commission has come to prefer what they said to the version of the facts put forward by Mr. Corriveau. All in all, he is not a credible witness, and gives the impression that he chooses to take refuge in forgetfulness instead of telling the truth. His motivation to attempt to hide the facts and to mislead the Commission became apparent as the evidence unfolded; he was the central figure in an elaborate kickback scheme by which he enriched himself personally and provided funds and benefits to the LPCQ.

10.2

Salon National du Grand Air de Montréal

Luc Lemay is a respectable businessman who has built up and acquired over the years a number of companies, operating under the names Polygone and Expour. These enterprises arrange and manage shows and exhibitions, usually referred to as “Salons,” promoting hunting, fishing and outdoor activities.²⁰ His companies also publish specialized magazines aimed at enthusiasts in these fields, the most important being *Sentier Chasse et Pêche*,²¹ and a book which appears annually, entitled *L’Almanach du Peuple*.²² These are offered for sale at a booth at every Salon.²³

In 1996 one of Mr. Lemay’s employees was Denis Coderre, a former broadcaster²⁴ hired to look after public relations for Mr. Lemay’s businesses.²⁵ Mr. Coderre was known to be very involved in the activities of the Liberal Party, and was Deputy Executive Director and Director of Operations of the LPCQ from 1993 to 1996.²⁶ He had become a personal friend of Mr. Renaud. He was elected as a Member of Parliament in the 1997 election.²⁷ In August or September 1996, most probably at the initiative of Mr.

Coderre,²⁸ Messrs. Brault and Renaud were invited to a meal at the Restaurant Le Muscadin to meet Mr. Lemay, his associate Michel Bibeau and Mr. Corriveau. Mr. Lemay wanted to explain to Mr. Brault the idea that he had conceived of promoting, for the first time, a major exhibition at the Olympic Stadium in Montreal, to be held in the spring of 1997 under the name “Salon National du Grand Air de Montréal.”²⁹ Mr. Corriveau’s attendance is explained by the fact that PluriDesign had already been engaged by Mr. Lemay to work³⁰ on the design and organization of the exhibition, its theme, and the physical arrangement of the booths of exhibitors.³¹ This has always been the area of Mr. Corriveau’s expertise.³²

At the dinner meeting, Mr. Brault declined an invitation to participate in the advertising and public relations aspect of the venture.³³ The meeting was therefore unsuccessful, except that it introduced Mr. Brault to Mr. Corriveau and Mr. Lemay, with whom he was to have profitable business dealings in the future.

For the 1997 exhibition of the Salon National du Grand Air de Montréal, Mr. Lemay says that Mr. Corriveau put him in touch with Claude Boulay,³⁴ the head of a competing public relations agency named Groupe Everest, which accepted the contract to handle publicity and public relations.³⁵ Mr. Corriveau denies that he was the person who put Mr. Lemay in touch with Groupe Everest, but the Commission prefers Mr. Lemay’s precise recollection of this detail. Polygone, Mr. Lemay’s company, and Groupe Everest³⁶ then entered into a formal written contract dated November 27, 1996,³⁷ in which it was agreed that Polygone was giving Everest a three-year exclusive mandate to represent it, and that it would be bound for that period of time to pay Everest a commission of 20% on each new sponsorship which might be awarded to it, reduced to 15% for sponsorship renewals.³⁸ Although the contract refers specifically to sponsorships, Mr. Lemay says that when he signed it he did not know that the federal government was using sponsorships as a means of increasing its visibility. He was thinking of sponsorships by commercial firms.³⁹

Mr. Corriveau testifies that he recalled the meeting at Le Muscadin. However, he only acknowledged having done design work for the project, for which

Polygone agreed to pay PluriDesign a fixed fee of \$125,000.⁴⁰ He says that he was not instrumental in hiring the services of Groupe Everest,⁴¹ but this testimony is difficult to reconcile with what was revealed by documents produced at the hearings, of which Mr. Lemay had no knowledge,⁴² establishing that PluriDesign also billed Groupe Everest \$23,950 plus taxes for professional services relating to the same exhibition.⁴³ Mr. Corriveau, asked to explain his invoice to Groupe Everest, maintains that the services rendered to Groupe Everest were not the same as those for which he was paid by Mr. Lemay's company, but covered the cost of preparing a brochure used to promote the participation in the event of various Crown Corporations.⁴⁴ Mr. Lemay, asked to comment on the invoice to Groupe Everest, expresses the opinion that the services described in the invoice appear to be the same services for which Mr. Corriveau's company was paid \$125,000.⁴⁵

In January 1997 Mr. Corriveau advised Mr. Lemay that he expected to obtain a subsidy from the federal government, to assist with the costs of the Salon National du Grand Air de Montréal.⁴⁶ By that time Mr. Lemay was already committed to the project, and had not thought of seeking financial assistance from anyone, through Mr. Corriveau or otherwise. He had not given a mandate to anyone to apply for a sponsorship from the Government.⁴⁷ He was therefore pleasantly surprised to learn a short time later that his company would receive what Mr. Corriveau described as a "subsidy" of \$400,000 from PWGSC. In fact, the "subsidy" was the result of a first sponsorship contract that had been awarded to Groupe Everest, dated February 3, 1997.⁴⁸ When payment was ultimately received, Mr. Lemay was again surprised to discover that it was for \$50,000 more than first indicated.⁴⁹ In order to receive the "subsidy," he was instructed by Mr. Boulay to send Groupe Everest two invoices, for \$200,000 and \$250,000 respectively.⁵⁰ Of course he complied.

Mr. Corriveau acknowledges that he was the person responsible for this windfall. He says that he had learned, through his various contacts,⁵¹ that there was a Sponsorship Program administered by Mr. Guité to promote the visibility of the federal government in Quebec, and that he went to see Mr. Guité in Ottawa to explain to him the visibility potential of the Salon being organized by Mr. Lemay.⁵² He says that his presentation to Mr. Guité received a very favourable reception.⁵³

Groupe Everest subsequently managed two other sponsorship contracts for Mr. Lemay, for Salons held in the spring of 1998, in Montreal and Quebec City.⁵⁴

Although Mr. Corriveau makes no reference to, and has no recollection of, the dinner meeting in April 1996 that he had with Mr. Brault and Mr. Guité at the Club Saint Denis,⁵⁵ at which it was arranged for Groupaction to hire Serge Gosselin,⁵⁶ that meeting must have been one of the sources of his awareness of the Sponsorship Program and the possibilities it represented. His inability to recall this earlier meeting is difficult to believe. In any event, no matter how or precisely when he learned about the Program, he was part of the inner circle of persons connected to the LPCQ who knew, at a moment in time when the Sponsorship Program had not at all been publicized, that it was available for the promoters of events that could offer visibility of Canadian symbols to the public. Mr. Lemay's enterprises offered Mr. Corriveau, as an insider, a golden opportunity to cash in on his knowledge of the Program.

10.3

1998 Sponsorships

The exhibition in Montreal in 1997 was hugely successful and, in part due to the unexpected and unneeded “subsidy” received from PWGSC, was extremely profitable to Mr. Lemay.⁵⁷ He testifies that at about the time the Salon was taking place in the spring of 1997, he was invited to a dinner, suggested and organized by Mr. Corriveau, in a restaurant in Hull, where the other guests were Messrs. Guité, Collet and Corriveau, at which time future events and projects to be organized by Mr. Lemay, and to be sponsored by PWGSC, were discussed.⁵⁸ Mr. Lemay remembers specifically that they talked about the possibility of the Government sponsoring three projects: a series of events described as “les Soirées de chasse et pêche,” the publication of *L'Almanach du peuple*, and a series of spot radio announcements (“les capsules”).⁵⁹ He says that Mr. Guité showed interest in these projects, asked that they be more fully described in writing,⁶⁰ and that upon returning to Montreal he and Mr. Corriveau together set to work to prepare a written presentation.⁶¹

Once again Mr. Corriveau testifies that he does not remember⁶² the dinner meeting in Hull described in such detail by Mr. Lemay, although, according to Mr. Lemay, it had been Mr. Corriveau who had arranged the meeting.⁶³ However, when questioned about details of the proposed projects that were discussed at the meeting, he acknowledges that the substance of Mr. Lemay's testimony is "possible."⁶⁴ Considering the corroborating evidence and Mr. Lemay's clear recollection of the meeting, I accept his testimony.

The document submitted to Mr. Guité a short time later proposed a sponsorship of \$425,000 for *L'Almanach du peuple*, \$925,000 for the radio spots and \$725,000 for the "Soirées de chasse et pêche."⁶⁵ Mr. Lemay testifies that Mr. Corriveau undertook to take it to Ottawa and to present it to persons whom he did not identify.⁶⁶ His assertion that Mr. Corriveau said that he would present the document to more than one person is interesting. Mr. Corriveau denies this affirmation and testifies that Mr. Lemay knew he was to meet only one person and that that person was Mr. Guité.

Mr. Lemay says that in July 1997, Mr. Corriveau advised him that the proposal had been accepted⁶⁷ for the amounts proposed, but that Groupaction, and not Groupe Everest, would act as the Government's agent to manage the projects.⁶⁸ The reason for the change of agency was not explained to Mr. Lemay, who was surprised since he had been entirely satisfied with the management of the 1997 event by Groupe Everest.⁶⁹ The contract signed with Groupe Everest was simply disregarded, and Mr. Boulay did not protest, indicating in his testimony that he was satisfied that Groupe Everest would receive contracts for other events by other promoters as compensation.⁷⁰ Mr. Guité testifies that this was one instance where he is certain that the choice of the agency was not made by him alone,⁷¹ in view of the amounts of the sponsorships involved. As will be seen from what follows, Mr. Corriveau had good reasons to prefer that Groupaction be designated to manage the sponsorships that were awarded to Mr. Lemay's projects from then on, which was what occurred. He says that he was able to convince Mr. Guité to change the agency looking after the Montreal Salon that Mr. Lemay was promoting simply by asking Mr. Guité to do so.⁷² If this is true, it illustrates how much importance Mr. Guité gave to Mr. Corriveau's preferences.

I prefer to believe that the designation of the Groupaction agency was done at the political level, as Mr. Guité asserts. In either case, Mr. Corriveau's wishes were accommodated.

10.4 Commission Agreements

It was also at about this time, in the spring of 1997, that it was verbally⁷³ agreed by Mr. Lemay that PluriDesign would be entitled to receive from Mr. Lemay's companies a commission of 17.65% on any amount paid as a sponsorship to one of them as a result of Mr. Corriveau's representations to the Government.⁷⁴ This percentage corresponds to the commission payable by Mr. Lemay to his sales staff, who were soliciting advertisements for his publications,⁷⁵ but of course the amounts involved in sponsorships were vastly greater and resulted in huge commissions.⁷⁶ In spite of his memory lapses with respect to the two dinner meetings with Mr. Guité in 1996⁷⁷ and 1997,⁷⁸ Mr. Corriveau has a very clear recollection of this unwritten agreement.⁷⁹ He acknowledges that it was understood that the commission would cover any consulting services performed by him or PluriDesign.⁸⁰

From 1998 until the end of the Sponsorship Program, Mr. Corriveau was instrumental in obtaining many sponsorships from PWGSC for the benefit of Expour and Polygone. In every case Groupaction managed the project on behalf of the Government of Canada.⁸¹ The invoices sent by PluriDesign to Mr. Lemay's various companies for fees earned or services rendered relating to these events and projects do not make reference in any way to a commission of 17.65%; instead, they contain descriptions of services allegedly rendered by PluriDesign, for which fees are charged.⁸² In almost all cases the services described were simply not rendered, and the invoices are pure inventions designed to leave the impression that the contractual arrangement between the parties was other than a commission agreement. Mr. Lemay fails to explain in a satisfactory manner why the fixed commission was camouflaged in this way, but recognizes that the invoices contain an incorrect description of the reasons why sums of money were owing to PluriDesign.⁸³ He would have us believe that he did not pay attention to the

sometimes nonsensical text of the invoices.⁸⁴ It is a reasonable inference from the documentary evidence that the parties arranged that the invoices would avoid mentioning a commission so as to hide the fact that Mr. Corriveau was in effect acting, without being registered, as a paid lobbyist.⁸⁵ In this regard Mr. Corriveau, who contests this inference without giving another plausible explanation for why the invoices were prepared as they were, states that he was not familiar with the requirements of the law governing lobbyists,⁸⁶ a statement that the Commission does not believe, considering his general knowledge and long experience in public administration.⁸⁷ It is also possible that Mr. Corriveau preferred that the revenues earned from this source be paid into PluriDesign, rather than be received by him as personal taxable income.

The amounts paid by Mr. Lemay's companies to PluriDesign over the years for the commissions earned by Mr. Corriveau totalled more than \$6 million.⁸⁸ The fees charged in the invoices do not correspond precisely to their understanding that 17.65% of the amounts received would be paid.⁸⁹ Mr. Lemay says that they intended at some undetermined future date to sit down together to calculate exactly what was due to Mr. Corriveau, but failed to do so.⁹⁰ When the Sponsorship Program became a subject of public comment in 2003, Mr. Lemay refused for a time to pay some of PluriDesign's most recent invoices, but, according to Mr. Corriveau, finally agreed to pay \$100,000 to settle outstanding claims of approximately \$300,000.⁹¹ Mr. Lemay denies that such a settlement occurred.

Two of the sponsorship contracts awarded to Groupaction for the benefit of Mr. Lemay's companies deserve special attention, because they illustrate the extent to which Mr. Guité and his successor at CCSB, Pierre Tremblay, were prepared to accommodate the wishes of the promoter, Mr. Lemay, and his representative, Mr. Corriveau, and to disregard the public interest. The two contracts in question concern the Salon National du Grand-Air et Pourvoirie (the "Quebec Salon") to be held in Quebec City in 2000; and the Salon international de la machinerie agricole (the "Salon Agricole"), which was scheduled to take place in the Olympic Stadium in Montreal in the autumn of 2000.

The Quebec Salon was the subject of a contract dated April 1, 1999, which provided for a sponsorship of \$333,043, an agency commission payable to Groupaction of \$39,965, and an Agency of Record commission of \$9,992.⁹² It was one of a number of events that were, according to written documentation in the files, the subject of negotiations between PWGSC and the promoters, which were all corporations owned and controlled by Mr. Lemay. These negotiations led to an agreement by which the amount of the sponsorships would be paid to the promoters at the time of signing the contract, well in advance of the events at which visibility would be given to the Government of Canada. In consideration of the advance payment, the promoters agreed to a discount of approximately 25% of the amount of the sponsorship and the commissions payable.⁹³

The only explanation given for this agreement was that the promoter wanted his money in advance and PWGSC was interested in paying less money for the same amount of visibility as in previous years.⁹⁴ The obvious weakness of the agreement from the point of view of the public administration was that there was no provision for what would happen if the event for some reason did not take place. This is precisely what happened.

Mr. Lemay testifies that the Quebec Salon had to be cancelled because there were not enough exhibitors willing to participate in 2000. Exhibitors were discouraged by the lack of parking at the chosen venue. He says that he offered to Mr. Guité to reimburse the \$333,043 that his company had received, but that Mr. Guité was unwilling to take the money back and asked instead that visibility of the federal presence be provided or enhanced at other events.⁹⁵ This part of his testimony is corroborated by Mr. Brault and Mr. Guité, and confirmed by a letter from Mr. Guité to Mr. Brault dated June 7, 1999.⁹⁶

With the benefit of hindsight, Mr. Guité acknowledges that the payment of a sponsorship in advance was “very unusual,” and that the decision not to require its reimbursement when the event was cancelled was an error.⁹⁷

Mr. Lemay alleges that he arranged for other publicity to be given to the federal government at other events that was a sufficient compensation for

the loss of visibility at the cancelled Quebec Salon,⁹⁸ but he failed to persuade me that what was provided was worth more than \$300,000. Specifically, the visibility afforded by the purchase of rights at regional salons in St-Jérôme, Drummondville, Baie Comeau and Rouyn-Noranda was probably not worth more than what he paid for them, which amounted to a total of \$5,000.

The Salon Agricole was also cancelled because there was a tear in the roof of the Olympic Stadium which could not be repaired in time to save the Salon.⁹⁹ In this case as well, the very substantial sponsorship sum of \$508,695 had been paid in advance. By the time he realized that the cancellation was inevitable, Mr. Guité had retired, and had been replaced at CCSB by Pierre Tremblay. Mr. Lemay testifies that like Mr. Guité, Mr. Tremblay did not want PWGSC to be reimbursed, saying that a reimbursement would cause problems, without specifying their nature.¹⁰⁰ Mr. Lemay says that he proposed to compensate the government by holding approximately 60 “Soirées de pêche” in different localities. These events consisted of showing fishing films to the local population, giving related talks and providing information about fishing. He says that Mr. Tremblay agreed to this proposition, and that in the spring of 2000 the “Soirées de pêche” took place.¹⁰¹

None of this is corroborated in any way. Mr. Lemay admits that nothing in writing confirms the alleged agreement with Mr. Tremblay, that there was no supervision of the events by Groupaction, which had been paid to manage the Salon Agricole, and no post-mortem reports were provided.¹⁰² We have no testimony from Mr. Tremblay.

The evidence, such as it is, does not persuade me that the Government of Canada received equivalent value for the amount paid to Mr. Lemay’s company for the Salon Agricole. It would have been more prudent to accept reimbursement of the \$508,695, and it would have been an even better decision not to have paid this or any other sponsorship so far in advance.

From 1997 to 2004 the sponsorship contracts awarded by PWGSC for the benefit of Mr. Lemay’s companies amounted to over \$41 million. They were all solicited by Mr. Corriveau, whose chief qualification was his political

connections with the Liberal Party of Canada. What was unknown to Mr. Lemay¹⁰³ was that Mr. Corriveau had concluded an agreement with Mr. Brault by which additional commissions would be paid to PluriDesign by Groupaction, calculated at the rate of 10% of what Groupaction earned for managing the contracts on behalf of PWGSC.

Mr. Brault testifies that he agreed to pay these commissions to help what Mr. Corriveau called “the cause,”¹⁰⁴ understood to refer to the LPCQ,¹⁰⁵ which was chronically in debt and having difficulty in meeting its financial obligations.¹⁰⁶ When the agreement was concluded in the spring of 1998,¹⁰⁷ Mr. Brault says that he was being continually requested to make contributions of various sorts to the LPCQ¹⁰⁸ over and above the salary and bonuses being paid to Mr. Renaud, and that he felt that the time had come to attempt to put some order into the cost of doing business.¹⁰⁹ He therefore agreed with Mr. Corriveau that Groupaction would pay PluriDesign 10% of the commission income it was earning as a result of the sponsorship contracts awarded to Mr. Lemay’s companies, in the hope and expectation that this would be in lieu of other contributions to the LPCQ.¹¹⁰

Mr. Corriveau confirms that the parties agreed that PluriDesign would receive a commission of 10% of the fees and commissions earned by Groupaction on the sponsorship contracts awarded to Expour and Polygone, but claims that Mr. Brault took the initiative to propose this agreement as a way of inducing Mr. Corriveau to have Groupaction designated as the agency to manage Expour and Polygone contracts.¹¹¹ He says that the parties arranged that these amounts were to be claimed from Groupaction by way of invoices containing descriptions of professional services that were not in fact rendered, and that *the invoices were deliberately false and misleading.*¹¹² Mr. Corriveau testifies that the text of these invoices was dictated to him by Mr. Brault,¹¹³ and that the reason why deliberately false invoices were prepared was that Mr. Brault did not wish Mr. Renaud to learn of the commissions paid to PluriDesign for fear that this would enable Mr. Renaud to claim more commissions or bonuses from Groupaction.¹¹⁴

The total amount of the invoices sent by PluriDesign to Groupaction for the period from June 19, 1998, to November 29, 2000, was \$425,000 plus taxes.¹¹⁵

Mr. Brault gives an entirely different description of the intention of the parties in preparing and paying these invoices. He says that the commissions were payable to PluriDesign on the understanding that the amounts would be remitted to the LPCQ.¹¹⁶ Obviously this was an improper agreement, and the parties adopted the stratagem of disguising the payments as fees for professional services paid to PluriDesign with reference to various projects. Mr. Brault admitted that it was impossible for him to know if in fact Mr. Corriveau was sending the amounts thus remitted on to the LPCQ, or if he was retaining them for his own benefit.¹¹⁷ In early 2001, Benoît Corbeil told him that the LPCQ was seriously in debt and needed \$1 million,¹¹⁸ and asked Mr. Brault for a “contribution” of \$400,000,¹¹⁹ which made him suspect that the sums Groupaction had been remitting to PluriDesign had not reached their ultimate destination.¹²⁰ The request was later reduced to \$200,000, and Mr. Corbeil assured Mr. Brault that sponsorship contracts to be awarded to Groupaction in April 2001 would more than compensate him for such a “contribution.”¹²¹ On the strength of these representations, Mr. Brault testifies that he made a further payment of \$60,000, although there is no evidence other than his testimony of such a payment.¹²² On the subject of this alleged contribution, Mr. Brault’s testimony is vague and is, in my view, insufficiently precise to satisfy me that it should be included with the others as amounts that the LPCQ probably received from him.

There is no documentation indicating that PluriDesign sent Groupaction additional invoices after November 29, 2000, although Mr. Brault is of the opinion that additional remittances may have been made to PluriDesign after that date.¹²³ It should be noted, however, that early in 2001 Mr. Renaud invited Mr. Brault to meet Mr. Morselli at Restaurant Frank,¹²⁴ and Mr. Brault says that Mr. Morselli said at their meeting that he was now in charge of the finances of the LPCQ and had replaced Mr. Corriveau in that function. Mr. Morselli added that the party was grateful for his past generosity and hoped it would continue, and that from now on Mr. Brault should deal with him.¹²⁵ The message was understood by Mr. Brault to mean that from now on the

kickbacks (because that was what they really were) paid to PluriDesign should be paid to Mr. Morselli or to persons designated by him. The meeting explains to my satisfaction why no further amounts were claimed by or paid to PluriDesign.

The Commission accepts Mr. Brault's version of the reason for the payment of these commissions and rejects Mr. Corriveau's explanations as implausible and untrue.

Mr. Brault says that he found that the amounts Groupaction was paying to PluriDesign, added to the contributions of various kinds he was making to the LPCQ, were a heavy financial burden, and that he asked Mr. Lemay through his companies Expour and Polygone, which were receiving very large sponsorships, to share some of the load.¹²⁶ Mr. Lemay agreed to help, by way of compensation, to give Groupaction some lucrative contracts for minimal work.¹²⁷ Accordingly, Groupaction and some of its affiliates invoiced Expour and Polygone the sum of \$2,097,800 over a period of four years, from 1997-98 to 2001-02, for work which Mr. Brault recognizes was extremely well paid.¹²⁸

Mr. Lemay's version of these payments is somewhat different. He recognizes that the invoices in question were on the high side,¹²⁹ but says that Mr. Brault told him that he was spending more time than he had originally expected in managing the Polygone and Expour sponsorships, and that this would be reflected in his invoices.¹³⁰ Mr. Lemay says that he trusted Mr. Brault and did not ask for further explanations.¹³¹

Although I found Mr. Lemay to be a credible witness in general, this part of his testimony leaves me incredulous. I prefer the franker and more believable explanation for the invoices of \$2,097,800 given by Mr. Brault.

10.5

Meetings with Mr. Dezainde

In May 2001¹³² Daniel Dezainde was appointed Executive Director of the LPCQ, replacing Benoît Corbeil, who had decided to go into municipal

politics.¹³³ Mr. Dezainde had been chosen as Mr. Corbeil's successor by Françoise Patry, the President of the LPCQ, with the rather reluctant concurrence of the Honourable Alfonso Gagliano.¹³⁴ Upon taking office, Mr. Dezainde immediately ran into difficulties with respect to the Party's finances, which were in a critical state.¹³⁵ Mr. Gagliano, as Quebec lieutenant of the Party, had removed the corporate fundraising responsibilities from the Executive Director and conferred them upon his friend Joseph Morselli. Mr. Dezainde says that Mr. Gagliano told him that if he needed funds, he should notify either Mr. Morselli or the Minister's Executive Assistant, Jean-Marc Bard.¹³⁶ Mr. Dezainde was uncomfortable with this decision but agreed to it on the condition that Mr. Morselli would keep him fully advised of his activities and of the Party's finances.¹³⁷

Mr. Dezainde had been dismayed to learn that a few months before he became Executive Director, Mr. Morselli had hired Beryl Wajzman to assist him, and had agreed that the LPCQ would pay him a salary of \$5,000 per month, an expense which Mr. Dezainde felt the Party clearly could not afford.¹³⁸ Mr. Dezainde was also disturbed to learn of certain fundraising techniques employed by Mr. Wajzman which Mr. Dezainde considered improper. When soliciting donations from businessmen, Mr. Wajzman was offering them a written compilation of information about government programs.¹³⁹ The implicit connection between donations and access to information about government programs left little to the imagination. He discussed the matter with Ms. Patry, and they appealed successively to Mr. Gagliano and to the Chief of Staff of Mr. Chrétien at the PMO,¹⁴⁰ for support in their efforts to restore control over fundraising activities to Party officials. They received no support or encouragement. After having attempted in vain to settle the matter directly with Mr. Morselli,¹⁴¹ Mr. Dezainde decided, with Ms. Patry's concurrence, that Mr. Wajzman's contract of employment would have to be terminated, and this was done on June 29, 2001.¹⁴²

Mr. Gagliano was not supportive of Mr. Dezainde's decision and attempted to persuade Ms. Patry to take Mr. Wajzman back.¹⁴³ Mr. Morselli was more direct, rudely telling Mr. Dezainde that they were now at war as a result of his actions.¹⁴⁴

It was in this context that Mr. Dezainde, following the suggestion of Ms. Patry, determined to appeal to Mr. Corriveau for advice and assistance. Ms. Patry had been told by Benoît Corbeil, to whom Mr. Corriveau was like a father, that he had successfully appealed to him in the past for financial assistance to the Party, and Mr. Dezainde also believed that he had always been a faithful supporter of the LPCQ and of its fundraising activities.¹⁴⁵ He also regarded Mr. Corriveau as a trusted advisor and friend.¹⁴⁶ He called him and they arranged to meet at lunch at Magnan's Tavern, where Mr. Dezainde explained to Mr. Corriveau his difficulties, and asked for help in forming a committee to assist him in the grassroots fundraising activities of the LPCQ.¹⁴⁷ Mr. Corriveau was not ready to help, and said, according to Mr. Dezainde, that he was unwilling to become involved in any fundraising activities so long as Mr. Morselli was involved in the Party's finances.¹⁴⁸ Mr. Corriveau also expressed intense dislike for Mr. Bard.¹⁴⁹ When Mr. Dezainde reported the failure of his approach to Ms. Patry and the reasons given for the refusal of Mr. Corriveau, she was very surprised.¹⁵⁰

Mr. Dezainde says that he had two more lunches¹⁵¹ with Mr. Corriveau at Magnan's Tavern during the summer of 2001, each time attempting to persuade him to lend his assistance in taking control of the Party's financial administration, and that Mr. Corriveau turned him down each time.¹⁵² On the last of these occasions, towards the end of August 2001, Mr. Corriveau made what was for Mr. Dezainde a startling declaration.¹⁵³ He said that he had already done enough for the Party, and that in the past he had organized a system of kickbacks on commissions paid to communication agencies, retaining a portion for himself and putting the rest at the disposal of the LPCQ.¹⁵⁴

Mr. Corriveau denies that this conversation took place. He recognizes that in the summer of 2001 he had lunch, but on one occasion only, with Mr. Dezainde, and testifies that he made no statement or admission about a system of kickbacks, either then or at any other time.¹⁵⁵

Mr. Dezainde is an entirely credible witness. Much of his testimony is corroborated and confirmed by Ms. Patry, an equally credible person of obvious

integrity. It is implausible that Mr. Dezainde would have invented, for no discernible reason, such a shocking story about a man that at the time he liked, respected and admired. He says that once Mr. Corriveau told him about the kickback system he had arranged, he broke off all contact with him.¹⁵⁶ He chose not to report the conversation to Ms. Patry, and only told the authorities about it shortly before he testified before the Commission.¹⁵⁷

Perhaps Mr. Dezainde should not have been so surprised. The admission made by Mr. Corriveau had been hinted at by Jean-Marc Bard in a conversation he had with him on or about May 24, 2001, during which Mr. Bard made statements about Benoît Corbeil and Jacques Corriveau to the effect that they had been mixed up in dishonest dealings having to do with the finances of the Liberal Party.

The combination of Mr. Brault's testimony, which I find to be credible, about payments made by Groupaction to PluriDesign for no consideration other than Mr. Corriveau's political influence, with the admission made by Mr. Corriveau to Mr. Dezainde, leaves me with no alternative but to conclude that Mr. Corriveau was at the heart of an elaborate kickback scheme, according to which at least some of the sums of money paid by Groupaction to PluriDesign, on the strength of false invoices, were used by Mr. Corriveau to the advantage of the LPCQ, by salaries paid to its employees, by services rendered by PluriDesign employees to the LPCQ, or otherwise. The consideration for these payments was the influence of Mr. Corriveau in obtaining sponsorship contracts for Mr. Lemay's companies which were, at Mr. Corriveau's request, managed by Groupaction.

One of the ways in which Mr. Corriveau used the sums received from Groupaction for the advantage of the LPCQ was in putting LPCQ employees on the PluriDesign payroll. Documentary evidence forced Mr. Corriveau to admit that three full-time LPCQ workers, Gaëtano Manganiello, Philippe Zrihen and Jean Brisebois, were remunerated a total of \$82,812.27 by PluriDesign in the years 1998 to 2000, inclusively. Messrs. Manganiello and Zrihen were on the PluriDesign payroll starting November 1, 1998, and Mr. Brisebois¹⁵⁸ was added on October 4, 1999. None of these people worked in fact for PluriDesign.

Mr. Corriveau recalls that the person who asked him to look after the salaries of these LPCQ workers was Mr. Béliveau,¹⁵⁹ but the evidence indicates that it was probably Mr. Corbeil who made the request. Mr. Manganiello testifies convincingly that Mr. Corbeil made the arrangement to transfer him to the PluriDesign payroll in 1998.¹⁶⁰ On this question, as is too often the case unfortunately, Mr. Corriveau's testimony is not credible.

Mr. Corriveau acknowledges that when Serge Gosselin was employed and remunerated by PluriDesign, from October 20, 1999, to April 1, 2001, at least 50% of his time was devoted to work for the LPCQ.¹⁶¹ The evidence establishes that he received remuneration of \$53,000 from PluriDesign,¹⁶² of which one-half should be attributed to work performed for the benefit of the LPCQ. If this amount is added to the salaries paid to the three LPCQ workers mentioned above, the financial advantage conferred by Mr. Corriveau's company to the LPCQ, at the time it was receiving kickbacks from Groupaction, comes to a total of \$109,312.27. I am satisfied that there was a relationship between the financial advantage conferred in this way on the LPCQ by PluriDesign and the kickbacks being paid to it by Groupaction. Mr. Corriveau's description of these advantages as magnanimous¹⁶³ and noble gestures on his part makes a mockery of the meaning of those adjectives.

As will be seen from what follows, there is additional evidence that Mr. Corriveau was instrumental in directing cash payments to senior officers of the LPCQ. The source of these payments cannot be determined on the basis of direct evidence presented to the Commission, but the fact of the payments is clearly established, and it may safely be assumed that they did not originate from legitimate fundraising activities by the LPCQ, but from sums of money paid by communication agencies, which were profiting from the Sponsorship Program, to Mr. Corriveau or PluriDesign.

10.6

Testimony of Michel Béliveau

Michel Béliveau has been an active member of the Liberal Party of Canada all his life.¹⁶⁴ Beginning in 1965, he worked tirelessly for Mr. Chrétien in the

latter's constituency of St-Maurice in successive election campaigns, becoming his chief organizer in the federal elections of 1984, 1993 and 2000.¹⁶⁵ In 1996, at the request of Mr. Gagliano, he accepted the position of Executive Director of the LPCQ at its headquarters in Montreal,¹⁶⁶ and continued in that position until the spring of 1998, when he was replaced by his Deputy Executive Director, Benoît Corbeil.¹⁶⁷ Mr. Béliveau went on to become the National Vice-President (Francophone) of the Party. After the 2000 federal election, he was Mr. Chrétien's special advisor in his home riding.¹⁶⁸

In 1996, when Mr. Béliveau started to work out of the Montreal Headquarters, he noted the constant presence there of Mr. Renaud,¹⁶⁹ whom he understood to be an employee of Groupaction,¹⁷⁰ although he was spending most of his time working on Liberal Party activities. Mr. Béliveau describes him as a member of the Liberal family,¹⁷¹ a friend of Denis Coderre and Benoît Corbeil,¹⁷² and active on various committees and in fundraising activities.¹⁷³ It was through Mr. Renaud that Mr. Béliveau was introduced to Jean Brault and became aware of Groupaction's business and its willingness to make contributions to the financial needs of the LPCQ.¹⁷⁴

Early in 1997, Mr. Béliveau asked Mr. Renaud to solicit a contribution from Groupaction, which resulted in the receipt of \$50,000.¹⁷⁵ Mr. Renaud's denial of any knowledge or participation in the obtaining of this contribution is not credible in light of Mr. Béliveau's testimony.¹⁷⁶

After the election of June 1997, the finances of the LPCQ were once again in difficulty and Mr. Béliveau asked Mr. Renaud to approach Mr. Brault for a further contribution of \$50,000.¹⁷⁷ He seemed surprised to learn at about the time he appeared before the Commission that this resulted in a contribution of a greater amount of \$63,500 paid to the LPCQ by Mr. Renaud's company, from cash contributions of \$55,000 and \$8,500 which he had received from Mr. Brault.¹⁷⁸

Mr. Béliveau recalls a third contribution to the Party's fortunes made by Mr. Brault consisting of \$8,000 in cash, received from Mr. Renaud in the autumn of 1998 in an envelope, which he turned over to Mr. Corbeil, to be used for expenses incurred in a by-election in Sherbrooke.¹⁷⁹

Mr. Béliveau's testimony concerning these contributions received from Mr. Brault corroborates in many respects the latter's testimony concerning payments made by him to the LPCQ in 1997 and 1998.

Mr. Béliveau also testifies concerning the involvement of Mr. Corriveau in the 1997 election campaign. He says that in preparation for the forthcoming election he had asked the regional directors to prepare an analysis of the financial needs of the LPCQ with respect to some 30 ridings that the Liberal Party considered "orphan ridings," since they were not represented by a sitting Liberal Member of Parliament. The analysis was made by his Deputy, Mr. Corbeil, for ridings in the western part of the province, and by Marc-Yvan Côté for the ridings in the eastern regions.¹⁸⁰ He testifies that the needs were established to be a total of \$250,000 to \$300,000, of which \$175,000 to \$200,000 was needed in the eastern ridings and \$75,000 to \$100,000 in the western part of the province, and that he advised Mr. Corriveau of these needs, explaining that he had confidence that Mr. Corriveau had connections with persons and corporations from whom he would be able to obtain financial assistance.¹⁸¹

Mr. Béliveau testifies that shortly thereafter he received directly from the hands of Mr. Corriveau, at the Party's headquarters, a thick envelope in which there was \$75,000 to \$100,000 in bills of \$20 and \$100, although he did not count them.¹⁸² He says that he turned the envelope over to Mr. Corbeil to be used in the orphan ridings in western Quebec.¹⁸³ Later he received a second envelope for the eastern ridings, which he had delivered to Mr. Côté.¹⁸⁴ He says that he does not believe that the second envelope was delivered to him by Mr. Corriveau, but cannot exclude that possibility.¹⁸⁵ He believes that someone else, whom he cannot identify, may have delivered the money. Again he did not verify the contents of the envelope, but was advised by Mr. Côté subsequently that the needs of eastern Quebec had been met.¹⁸⁶

Mr. Béliveau remembers two other deliveries of cash from Mr. Corriveau, one in 1997 at about the time of the election campaign, amounting to \$7,000 or \$8,000 which was paid to a volunteer in Quebec City to reimburse him for out-of-pocket expenses incurred in the riding of St-Maurice.¹⁸⁷ He

recalls another delivery of cash in the sum of \$8,000, which was received at a later date and paid to a businessman in Quebec City who had provided services during the 1997 campaign in the riding of Louis-Hébert.¹⁸⁸

Mr. Béliveau was very nervous and emotional during his testimony. He was obviously conscious of the explosive nature of his testimony and that by the admissions he was making, his reputation was ruined. He insisted that he alone bears the responsibility for the irregularities that these deliveries of money represented.¹⁸⁹ He insisted that his lifelong friend Mr. Chrétien knew nothing about these matters.¹⁹⁰ Some aspects of his testimony are incongruous and implausible; for example, it is difficult to believe that any reasonable person would not have verified the amount of such an important sum of money received by him in cash, by counting it before delivering it to a third party. The size of the envelopes received was very inadequately explained.¹⁹¹ I am left with the strong impression that Mr. Béliveau, while making difficult and incriminating admissions of improper conduct, has not told the Commission everything that he knows. However, he has clearly established in a credible manner that Mr. Corriveau was the person to whom he, as the Executive Director of the LPCQ, could turn for money, that Mr. Corriveau did not disappoint him when he was asked for financial assistance, and that the money received in cash came from unrecorded and improper sources.

Mr. Corbeil was questioned about Mr. Béliveau's testimony and flatly denies that at or about the time of the 1997 election campaign the latter delivered to him an envelope containing \$75,000 to \$100,000.¹⁹² He does acknowledge receiving on one occasion in 1997 the sum of \$5,000 in cash, which was used to pay campaign workers in the riding of Bourassa, and an additional amount of \$4,000, used for the same purposes in the county of Anjou.¹⁹³ He testifies that about three weeks before the date of the election, Mr. Béliveau left the Montreal headquarters and went to work in the riding of St-Maurice, where Mr. Chrétien was involved in a tight battle with Yves Duhaime, leaving Mr. Corbeil to handle matters at the Montreal headquarters.¹⁹⁴

That left it up to Mr. Côté to corroborate or to deny Mr. Béliveau's testimony. In 1997, Mr. Côté was the chief organizer for the 21 ridings of eastern

Quebec.¹⁹⁵ He testified in a straightforward and frank manner. He says that he and Mr. Béliveau together assessed the financial needs of the orphan ridings in eastern Quebec and came to the conclusion that \$170,000 to \$200,000 would be needed to meet those needs.¹⁹⁶ Mr. Béliveau told him that the funds would be forthcoming, and in fact three deliveries of cash were made to him.¹⁹⁷ The first, in the sum of \$60,000, was delivered to him by Mr. Béliveau in Montreal in two envelopes containing \$100 bills¹⁹⁸ which were enclosed in a big yellow envelope. Mr. Côté divided the money into nine envelopes, which he gave to the candidates in need of assistance at the time the Liberal campaign was officially launched in Shawinigan,¹⁹⁹ for payment of their personal expenses. He says that he did not know nor did he ask about the source of the money.²⁰⁰ Several weeks later, an additional amount of \$60,000 was provided to him in instalments of \$40,000 and \$20,000, respectively, which were picked up in Montreal on Mr. Côté's behalf by messengers.²⁰¹

Mr. Côté's testimony therefore confirms Mr. Béliveau's testimony to the effect that he had come into possession of substantial sums of money in cash which he turned over to Mr. Côté. It is highly improbable that Mr. Béliveau would, for no discernible reason, lie about delivering an envelope to Mr. Corbeil while telling the truth about corresponding deliveries of money to Mr. Côté. Mr. Corbeil acknowledges that he has had close ties over the years to Mr. Corriveau and it may be that he wished to protect him.²⁰² His credibility is highly suspect as appears from what is written later in this chapter. I reject his denial that he received an envelope full of money from Mr. Béliveau in or about May 1997.

Mr. Corriveau flatly denies that he delivered sums of money in cash to Mr. Béliveau²⁰³ at any time, but this denial, like Mr. Corbeil's, is not credible. Mr. Corriveau repeated many times that all commissions paid to PluriDesign had been declared as revenue and said that at no time did he remit to the LPCQ any of these revenues in one form or another. He made much of the fact that the banking records of his company obtained by the Commission corroborate his testimony. I do not consider that to be a very convincing explanation since the Commission, notwithstanding many efforts, was unable to obtain Mr. Corriveau's personal banking records, which have apparently been destroyed by his bank and which might have provided useful information.²⁰⁴

10.7

Source of Funds in 1997

Since Groupaction did not begin to pay PluriDesign's invoices relating to the Expour and Polygone sponsorships until early in 1998, the Commission has been concerned by the lack of direct evidence indicating the source of the funds which were delivered by Mr. Corriveau to Mr. Béliveau in or about May 1997. Of course, it is not always possible to obtain direct evidence of facts which persons prefer not to disclose. However, direct evidence is not the only way to prove facts. In the absence of direct evidence, reasonable inferences may be drawn from established facts which do not support any other logical explanation.

The evidence establishes that in 1996, 1997 and 1998, PluriDesign received very considerable amounts of money from corporations receiving subcontracts from Lafleur Communication such as Publicité Dezert, Yuri Kruk Communication Design (Kruk) and Xylo Concept Graphique Inc. (Xylo).²⁰⁵ Both Éric Lafleur and Xylo's owner, Pierre Davidson, were also employees of Lafleur Communication. One could infer that these amounts, probably unearned, were applied by Mr. Corriveau to the advantage of the LPCQ—recalling his receipt of kickbacks from Groupaction beginning in 1998 and how some of them were used, according to the admission he made to Mr. Dezaïnde.

Mr. Corriveau was questioned concerning a series of invoices sent by PluriDesign to Publicité Dezert between September 1, 1996, and May 1, 1997, totalling \$452,668, including taxes.²⁰⁶ None of the invoices has been found in the records of either Publicité Dezert or PluriDesign, but their existence is established from the accounting records of both companies, and Mr. Corriveau acknowledges that they were sent and paid.²⁰⁷ He says that they were the result of orders for goods and services given by Éric Lafleur, who needed help in fulfilling the subcontracts that Publicité Dezert had received from Lafleur Communication for promotional items.²⁰⁸

Five additional invoices totalling \$115,830²⁰⁹ were sent by PluriDesign to Publicité Dezert in 1998, and since copies of them have been found and form part of the evidence, they provide some indication of the kinds of goods and

services that PluriDesign may have been called upon to provide in previous years. It may be noted that all five were paid by one cheque on March 20, 1998, although the invoices are dated, respectively, March 2, March 10, March 16, April 15 and April 20th.²¹⁰ Mr. Corriveau was unable to provide a satisfactory explanation for the payment of the two April invoices by a cheque issued before the invoices came into existence, according to their dates.²¹¹

The invoice dated March 2, 1998, for \$60,000 plus taxes was not for a purchase of goods already delivered or services already rendered.²¹² Rather it was a bill for what is called an “annual consultation agreement,” assuring Publicité Dezert of Mr. Corriveau’s availability for consultations at any time. He could not remember if in fact he was ever called upon for such consultations.²¹³ One of the subsequent invoices includes a charge for “consultations stratégiques,” (strategic consultations) which, it may be presumed, should ordinarily have been covered by the retainer.²¹⁴

Going back to the list of invoices in 1996 and 1997,²¹⁵ where we do not have the advantage of examining the invoices, some details nevertheless emerge. For example, an invoice dated October 1, 1996, is for \$60,000. It might be assumed it was for the same annual retainer.

Mr. Corriveau is unable to describe any of the consultations for which the retainer was paid. He denies that any of the invoices was designed to disguise contributions to the LPCQ, although his answer to the question is curious: “Absolument pas. Mes livres comptables démontrent absolument rien de cette nature.”²¹⁶ (Definitely not. My accounting records show absolutely nothing of this nature.) Obviously his accounting records would not be maintained in such a way as to document a corrupt practice. Persons participating in corrupt practices usually take great care to avoid documenting or recording their illicit activities.


Éric Lafleur was also closely questioned about the \$60,000 “retainer” paid by his company and about the identical expense recorded on October 1, 1996.²¹⁷ He testifies that he cannot recall if the “annual retainer” paid in 1998 was paid in other years as well,²¹⁸ or furnish any details about the very substantial sums paid by Publicité Dezert in 1996, 1997 and 1998. The only fact he is able to recall is that he agreed to pay a fixed sum of \$60,000 as a retainer to Mr. Corriveau’s company, which had been recommended to him by his father, Jean Lafleur.²¹⁹

It is tempting to draw conclusions from the foregoing, but there is really not sufficient evidence to do so, except to say that *Éric Lafleur’s testimony, like that of his father, is so full of questions that went unanswered due to alleged failures of memory that the only possible conclusion that may be drawn is that both decided to say that they could not remember relevant facts, in order to avoid giving truthful answers.*

Mr. Kruk, whose company worked as a subcontractor to Lafleur Communication and subcontracted in turn to PluriDesign part of what he was engaged to supply to Lafleur Communication, did not appear as a witness before this Commission, and Mr. Corriveau was not questioned on his transactions with Mr. Kruk. Nonetheless, it is curious to note the remarkable similarity of four of the seven PluriDesign invoices dated March 2, March 18, March 27 and April 2, 1998.²²⁰ *Despite the four different events (Montreal International Jazz Festival, Ethnic Communities of Canada, the Space Train and the Just for Laughs Festival), and four slightly varying amounts, the text of the invoices is otherwise identical and each one of them refers to work done on promotional material of identical dimensions: one 25.5” x 36” OMNI poster, one 3’ x 20’ banner, one 3’ x 16’ panel and one 18” x 42” poster. The four invoices appear as Figure X-1. On their face they are for amounts that exceed the value of the work described, especially considering that the work was probably identical in each case, and that it was performed over a period of about one month, judging from the dates of the invoices. Is it by chance or coincidence that the pre-tax amounts of these four invoices add up to the very tidy sum of \$100,000? Xylo, which, like Kruk, received subcontracts from Lafleur Communication without calls*

for tenders, also engaged the services of PluriDesign,²²¹ at the suggestion of Jean Lafleur, for part of the work. Ultimately, PluriDesign's invoices were added to or incorporated into Xylo's invoices to Lafleur Communication, which in turn billed the government. The Kroll Report in section 8.4.5 shows that Xylo's invoices to Lafleur Communication included charges from PluriDesign of \$120,000, which is coincidentally the amount of the retainers billed to Publicité Dezert.

Figure X-1: Four PluriDesign invoices to Yuri Kruk.

P453			
 PLURI DESIGN CANADA INC. Tél.: (514) 938-2040 Internet: pluri@videotron.ca Fax: (514) 938-1474			
FACTURE INVOICE 2317-98 Date: 2 mars 1998			
Vendu à / Bill to : Monsieur Yuri Kruk Yuri Kruk Communication-Design Inc. 781 rue William, Bureau 400 Montréal, Québec H3C 1N8 Tél.: (514) 876-8755 Fax: (514) 876-7953	Livré à: Ship to: <p style="text-align: center;">I D E M</p> Tél.: Fax:		
QUANTITÉ QUANTITY	Description	Prix unitaire Unit Price	Prix total Total Price
	PROJET: Festival International de Jazz de Montréal Honoraires pour services professionnelles en design graphique <ul style="list-style-type: none"> - Recherches stratégiques - Idéation - Conception et design des items suivants: <ul style="list-style-type: none"> . Affiche pour support OMNI, format 25 1/2" x 36" . Bannière, format 3' x 20' . Panneau, format 3' x 16' . Affiche, format 18" x 42" 		8 500,00 \$ 20 500,00 \$
1. Cette facture est payable immédiatement. Si vous l'avez acquittée, veuillez ignorer cette requête. This invoice is payable immediately on receipt. If you have already made payment no further action is necessary.		Total partiel Sub-Total TPS / GST R104248505 TVG / GST (7.5%) 1002542761 TOTAL	29 000,00 \$ 2 030,00 \$ 2 327,25 \$ 33 357,25 \$

310 WHO IS RESPONSIBLE? FACT FINDING REPORT

P454

PLURI DESIGN CANADA INC.

Tél.: (514) 938-2040 Internet: pluri@videotron.ca Fax: (514) 938-1474


FACTURE INVOICE **2318-98** Date: 18 mars 1998

Vendu à / Bill to : Monsieur Yuri Kruk Yuri Kruk Communication-Design Inc. 781 rue William, Bureau 400 Montréal, Québec H3C 1N8	Livré à: Ship to: <p style="text-align: center;">I D E M</p>
Tél.: (514) 876-8755 Fax: (514) 876-7953	Tél.: Fax:

QUANTITÉ QUANTITY	Description	Prix unitaire Unit Price	Prix total Total Price																
PROJET: Communauté ethniques du Canada Honoraires pour services professionnelles en design graphique																			
	- Recherches stratégiques - Idéation		7 000,00 \$																
	- Conception et design des items suivants: . Affiche pour support OMNI, format 25 1/2" x 36" . Bannière, format 3' x 20' . Panneau, format 3' x 16' . Affiche, format 18" x 42"		14 000,00 \$																
1. Cette facture est payable immédiatement. Si vous l'avez acquitée, veuillez ignorer cette requête. This invoice is payable immediately on receipt. If you have already made payment no further action is necessary.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;">Total partiel</td> </tr> <tr> <td style="width: 80%; text-align: right;">Sub-Total</td> <td style="text-align: right;">21 000,00 \$</td> </tr> <tr> <td style="text-align: right;">TPS / GST</td> <td></td> </tr> <tr> <td style="text-align: right;">R104248905</td> <td style="text-align: right;">1 470,00 \$</td> </tr> <tr> <td style="text-align: right;">TVQ / GST (7.5%)</td> <td></td> </tr> <tr> <td style="text-align: right;">1002542751</td> <td style="text-align: right;">1 685,25 \$</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> </tr> <tr> <td></td> <td style="text-align: right;">24 155,25 \$</td> </tr> </table>	Total partiel		Sub-Total	21 000,00 \$	TPS / GST		R104248905	1 470,00 \$	TVQ / GST (7.5%)		1002542751	1 685,25 \$	TOTAL			24 155,25 \$
Total partiel																			
Sub-Total	21 000,00 \$																		
TPS / GST																			
R104248905	1 470,00 \$																		
TVQ / GST (7.5%)																			
1002542751	1 685,25 \$																		
TOTAL																			
	24 155,25 \$																		

P455			
PLURI DESIGN CANADA INC.			
Tél.: (514) 938-2040	Internet: pluri@videotron.ca	Fax: (514) 938-1474	
FACTURE			
INVOICE	2320-98	Date: 27 mars 1998	
Vendu à / Bill to : Monsieur Yuri Kruk Yuri Kruk Communication-Design Inc. 781 rue William, Bureau 400 Montréal, Québec H3C 1N8		Livré à : Ship to: I D E M	
Tél.: (514) 876-8755 Fax: (514) 876-7953		Tél.: Fax:	
QUANTITÉ QUANTITY	Description	Prix unitaire Unit Price	Prix total Total Price
	PROJET: Le Train de l'espace Honoraires pour services professionnelles en design graphique - Recherches stratégiques - Idéation - Conception et design des items suivants: . Affiche pour support OMNI, format 25 1/2" x 36" . Bannière, format 3' x 20" . Panneau, format 3' x 16" . Affiche, format 18" x 42"		9 500,00 \$ 19 000,00 \$
1. Cette facture est payable immédiatement. Si vous l'avez acquittée, veuillez ignorer cette requête. This invoice is payable immediately on receipt. If you have already made payment no further action is necessary.		Total partiel	28 500,00 \$
		Sub-Total	1 995,00 \$
		TPS / GST R104248505	2 287,13 \$
		TVA / GST (7.5%) 1002542761	2 287,13 \$
		TOTAL	32 782,13 \$

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PLURI DESIGN CANADA INC.

Tél.: (514) 938-2040
Internet: pluri@videotron.ca
Fax: (514) 938-1474

FACTURE
INVOICE **2325-98** Date: 2 avril 1998

Vendu à / Bill to : Monsieur Yuri Kruk Yuri Kruk Communication-Design Inc. 781 rue William, Bureau 400 Montréal, Québec H3C 1N8	Livré à: Ship to: <p style="text-align: center;">I D E M</p>		
Tél.: (514) 876-8755	Fax: (514) 876-7953	Tél.:	Fax:

QUANTITÉ QUANTITY	Description	Prix unitaire Unit Price	Prix total Total Price
	PROJET: Festival juste pour rire Honoraires pour services professionnelles en design graphique - Recherches stratégiques - Idéation - Conception et design des items suivants: . Affiche pour support OMNI, format 25 1/2" x 36" . Bannière, format 3' x 20' . Panneau, format 3' x 16' . Affiche, format 18" x 42"		7 300,00 \$ 14 200,00 \$
1. Cette facture est payable immédiatement. Si vous l'avez acquittée, veuillez ignorer cette requête. This invoice is payable immediately on receipt. If you have already made payment no further action is necessary.		Total partiel Sub-Total TPS / GST TVQ / GST (7.5%) 1002542761	21 500,00 \$ 1 505,00 \$ 1 725,38 \$
		TOTAL	24 730,38 \$

PLURI DESIGN CANADA INC., 781 RUE WILLIAM, BUREAU 400, MONTRÉAL, QUÉBEC H3C 1N8, TEL: (514) 938-2040, FAX: (514) 938-1474

Once again it is tempting to draw conclusions from the foregoing, but there is not enough evidence to do so, except to say that PluriDesign derived substantial revenues from the subcontracts emanating from Kruk and Xylo, that in each case Jean Lafleur suggested that the subcontractor use the services of PluriDesign, and that it cost them nothing to do so since the latter's fees and charges were reimbursed to them by Lafleur Communication. Mr. Corriveau denies that these subcontracts were the source of funds paid to the LPCQ,²²² but he also denies that any cash contributions at all were made by him to the LPCQ,²²³ and the evidence from other sources contradicts his denial.

The source of the sums of money paid to Mr. Béliveau by Mr. Corriveau in 1997 and 1998 cannot be determined with certainty, but it is probable that they come either from the commissions earned by PluriDesign on the Expour and Polygone sponsorships or from one of the communication agencies which was managing sponsorship contracts in 1996 and 1997, the prime candidate being the Lafleur agency and its subcontractors. The exact amount of money paid in this way in 1997 and 1998 cannot be calculated precisely due to Mr. Béliveau's failure to verify the amount of the cash he remitted to Messrs. Corbeil and Côté, but the Commission believes that the total amount of money delivered in those years by Mr. Corriveau may be conservatively established at \$210,000.

10.8

Testimony of Benoît Corbeil

I have already stated, in an earlier section of this chapter in which I review the testimony of Mr. Béliveau, that I do not accept the affirmation of Mr. Corbeil that he did not receive an envelope containing \$75,000 to \$100,000 from Mr. Béliveau in the period preceding the 1997 federal election.²²⁴

On May 9 and 10, 2005,²²⁵ Mr. Corbeil testified at length before the Commission, and was subjected to a searching cross-examination. On the basis of the answers he gave during his testimony, and on the basis of the

impressions I received at that time, I have come to the conclusion that Mr. Corbeil is a fundamentally untruthful witness and that nothing that he says is worthy of belief. The following conflicts, contradictions, evasions or improbabilities in his testimony are examples of why I do not give any value whatsoever to his evidence.

Mr. Corbeil denies that in the autumn of 1998 Mr. Béliveau gave him \$8,000 in cash, which the latter had received from Mr. Corriveau, to be used in connection with the by-election in Sherbrooke.²²⁶ I have no reason to disbelieve Mr. Béliveau's testimony on this subject.

Mr. Corbeil denies that he ever had a lunch or dinner with Mr. Brault and Mr. Corriveau together,²²⁷ although inscriptions in Mr. Brault's agenda indicate that such encounters took place,²²⁸ at which Mr. Brault says they talked about the financial needs of the LPCQ. I accept the testimony of Mr. Brault on this subject.

Mr. Corbeil affirms that he did not know in 1998 that Mr. Corriveau was paying his best friend, Serge Gosselin, for full-time work the latter performed for the LPCQ.²²⁹ Considering the close relationship between them, it is most improbable that Mr. Gosselin would not have made his friend aware that he was being paid for his work, and by whom.

Mr. Corbeil would have us believe that in the year 2000 he did not know that Groupaction had been receiving contracts for sponsorships and advertising from the Government,²³⁰ in spite of the fact that he and Mr. Renaud were friends and saw each other frequently at Party functions and at the Party headquarters.²³¹ Mr. Corbeil goes so far as to state under oath, in cross-examination, that he did not even know what functions Mr. Renaud was performing for Groupaction.²³² Mr. Renaud had no reason to keep his solicitation of contracts a secret from Mr. Corbeil, and it is impossible to believe that the latter did not have any idea of what he was doing.

Mr. Corbeil affirms that he received cash amounts of \$35,000 and \$15,000 from Mr. Brault in the year 2000, just before the federal election that year,²³³

at about the same time that Mr. Brault was making another donation to the LPCQ through Mr. Thiboutot of Commando Communications.²³⁴ First of all, this story conflicts with Mr. Brault's testimony, which is to the effect that these two contributions were made in 1997, not in 2000, and I accept Mr. Brault's testimony.²³⁵ Second, it is illogical to think that Mr. Brault would pay a total of \$100,000 to the LPCQ in 2000, but would divide it for no particular reason into amounts of \$50,000 each—paid by cheque to Commando Communications, and in cash to Mr. Corbeil. And third, Mr. Corbeil's testimony that the \$50,000 he received was then parcelled out by him to various workers in the LPCQ is denied by at least one of the latter, Daniel Dezainde, who, according to Mr. Corbeil, received \$3,000 for himself and \$2,000 for a friend.²³⁶ Mr. Dezainde denies receiving this payment, and I believe him.²³⁷

Mr. Corbeil testifies that he had absolutely nothing to do with securing employment for John Welch at Groupaction.²³⁸ This is not only contrary to Mr. Brault's testimony,²³⁹ it is contradicted by Mr. Welch, a most credible witness, who testifies that he asked Mr. Corbeil to help him find a job and gave him his curriculum vitae, which ended up in Mr. Brault's possession.²⁴⁰

Mr. Corbeil says he does not remember whether or not he introduced Mr. Dezainde to Mr. Morselli in March or April 2001, but he is certain that he did not refer to Mr. Morselli as "le vrai boss" (the real boss).²⁴¹ I accept Mr. Dezainde's version of this incident.²⁴²

Mr. Corbeil's description of his dealings with his friend Serge Gosselin in the year 2000, shortly before leaving his position as Executive Director, gives reason to suspect Mr. Corbeil's credibility. At a time when the LPCQ was heavily in debt to its banker and desperately seeking funds from any source available, Mr. Corbeil had it pay Mr. Gosselin for studies and research that the latter had allegedly carried out, and at the same time submitted three invoices to Mr. Gosselin for similar work²⁴³ that Mr. Corbeil had allegedly performed earlier in the year, at a time when he would have been very busy preparing for the federal election.²⁴⁴ Since these peculiar transactions are beyond the mandate of the Commission it is not appropriate to comment upon them

further, except to note that they raise doubts about the reliability in general of Mr. Corbeil and his credibility.

At the end of his testimony I concluded that Mr. Corbeil had come before the Commission determined to shield his friend and collaborator Mr. Corriveau from any shadow of impropriety or misconduct, and to settle some scores with certain political adversaries, no matter how much the truth would be made to suffer in the process.

Endnotes to Chapter X

- ¹ Testimony of Mr. Corriveau, Transcripts vol. 99, p. 17783 (OF), p. 17768 (E).
- ² Testimony of Mr. Guité, Transcripts vol. 109, p. 19855 (OE), p. 19856 (F).
- ³ Testimony of Mr. Guité, Transcripts vol. 109, pp. 19855-19856 (OE), pp. 19856-19857 (F).
- ⁴ Testimony of Mr. Guité, Transcripts vol. 109, pp. 19861-19862 (OE), p. 19863 (F).
- ⁵ Testimony of Mr. Dingwall, Transcripts vol. 60, p. 10608 (OE), pp. 10614-10615 (F); Testimony of Mr. Kinsella, Transcripts vol. 60, p. 10626 (OE), p. 10635 (F).
- ⁶ Testimony of Mr. Guité, Transcripts vol. 109, pp. 19856-19868 (OE), pp. 19857-19871 (F).
- ⁷ Testimony of Mr. Brault, Transcripts vol. 89, pp. 15760-15761 (OF), p. 15755 (E).
- ⁸ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17805-17806 (OF), pp. 17788-17789 (E); Exhibit P-332, pp. 10-II.
- ⁹ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17811-17817 (OF), pp. 17792-17799 (E); vol. 100, p. 18000 (OF), p. 17987 (E); Exhibit P-335, p. 5; Exhibit P-332, p. 211.
- ¹⁰ Testimony of Mr. Gagliano, Transcripts vol. 68 (revised), pp. 11679-11682 (OF), pp. 11677-11679 (E); Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 18005-18008 (OF), pp. 17991-17994 (E); Exhibit P-208(D), p. 114.
- ¹¹ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 18007-18008 (OF), p. 17993 (E).
- ¹² Exhibit P-336.
- ¹³ Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), pp. 16154-16158 (OF), pp. 16144-16147 (E); Exhibit C-296, p. 275.
- ¹⁴ Testimony of Mr. Brault, Transcripts vol. 93 (Part 3 of 3), p. 16563 (OF), pp. 16550-16551 (E).
- ¹⁵ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17772-17781 (OF), pp. 17758-17766 (E).
- ¹⁶ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17781-17784 (OF), pp. 17766-17769 (E); vol. 129, p. 24348 (OF), pp. 24343-24344 (E).
- ¹⁷ Testimony of Mr. Corriveau, Transcripts vol. 129 (revised), p. 24316 (OF), p. 24314 (E).
- ¹⁸ For example, see Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17790, 17792, 17803, 17840 (OF), pp. 17775, 17777, 17787, 17820-17821 (E); vol. 100, pp. 18039-18040 (OF), pp. 18022-18023 (E).
- ¹⁹ Testimony of Mr. Corriveau, Transcripts vol. 101, pp. 18096-18103 (OF), pp. 18094-18100 (E).
- ²⁰ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17307-17318 (OF), pp. 17301-17312 (E); Exhibit P-328(A), pp. 2-8.
- ²¹ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17310 (OF), p. 17304 (E).
- ²² Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17310-17311 (OF), pp. 17304-17305 (E).
- ²³ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17337 (OF), p. 17329 (E).
- ²⁴ Testimony of Mr. Coderre, Transcripts vol. 62, p. 11009 (OF), p. 11005 (E).
- ²⁵ Testimony of Mr. Coderre, Transcripts vol. 62, pp. 11009-11012 (OF), pp. 11005-11006 (E); Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17344-17345 (OF), pp. 17335-17336 (E).
- ²⁶ Testimony of Mr. Coderre, Transcripts vol. 62, 11009 (OF), p. 11004 (E); Testimony of Mr. Corbeil, Transcripts vol. 115, p. 21174 (OF), p. 21169 (E); Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20901-20902 (OF), pp. 20886-20888 (E).
- ²⁷ Testimony of Mr. Coderre, Transcripts vol. 62, p. 11007 (OF), p. 11002 (E).

- ²⁸ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17345-17347 (OF), pp. 17337-17339 (E); Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), p. 16136 (OF), pp. 16127-16128 (E).
- ²⁹ Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), p. 16139 (OF), p. 16130 (E); Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17345-17347 (OF), pp. 17337-17339 (E).
- ³⁰ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17347-17348 (OF), p. 17339 (E).
- ³¹ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17339-17342 (OF), pp. 17330-17333 (E); Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17856-17857 (OF), pp. 17854-17855 (E).
- ³² Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17772-17781 (OF), pp. 17758-17766 (E).
- ³³ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17348 (OF), p. 17340 (E); Testimony of Mr. Corriveau, Transcripts vol. 100, p. 17852 (OF), p. 17851 (E).
- ³⁴ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17349 (OF), p. 17340 (E).
- ³⁵ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17350-17352 (OF), pp. 17341-17343 (E); Exhibit C-302, p. 15.
- ³⁶ Testimony of Mr. Corriveau, Transcripts vol. 100, p. 17884 (OF), pp. 17880-17881 (E).
- ³⁷ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17350-17351 (OF), pp. 17341-17342 (E); Exhibit C-302, pp. 14-19.
- ³⁸ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17355 (OF), pp. 17345-17346 (E); Exhibit C-302, p. 16.
- ³⁹ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17354 (OF), pp. 17344-17345 (E).
- ⁴⁰ Testimony of Mr. Lemay, Transcripts vol. 99, p. 17596 (OF), pp. 17595-17596 (E).
- ⁴¹ Testimony of Mr. Corriveau, Transcripts vol. 100, p. 17884 (OF), pp. 17880-17881 (E).
- ⁴² Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17362-17365 (OF), pp. 17352-17355 (E).
- ⁴³ Exhibit C-302, pp. 30-31.
- ⁴⁴ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17871-17873, 17879 (OF), pp. 17868-17870, 17875-17876 (E); vol. 101, pp. 18090, 18138-18139 (OF), pp. 18088-18089, 18132-18133 (E); Exhibit COR-I.
- ⁴⁵ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17364-17365 (OF), pp. 17354-17355 (E).
- ⁴⁶ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17356-17358 (OF), pp. 17347-17349 (E); Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17868-17869 (OF), pp. 17865-17866 (E).
- ⁴⁷ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17353-17354, 17357-17359 (OF), pp. 17344-17345, 17347-17348 (E).
- ⁴⁸ Exhibit C-302, pp. 6-12.
- ⁴⁹ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17361 (OF), pp. 17351-17352 (E).
- ⁵⁰ Exhibit C-302, pp. 27-28.
- ⁵¹ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17862-17863, 18012 (OF), pp. 17860-17861, 17997-17998 (E).
- ⁵² Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17864-17866 (OF), pp. 17862-17863 (E); vol. 101, pp. 18109-18110 (OF), 18105-18106 (E).
- ⁵³ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17865-17867 (OF), pp. 17863-17865 (E).
- ⁵⁴ Exhibit C-302, pp. 33-41.
- ⁵⁵ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17835-17836 (OF), pp. 17816-17817 (E).
- ⁵⁶ Testimony of Mr. Brault, Transcripts vol. 89, pp. 15740-15744 (OF), pp. 15737-15741 (E).

- ⁵⁷ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17365 (OF), p. 17355 (E).
- ⁵⁸ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17367-17371 (OF), pp. 17357-17360 (E); vol. 99, p. 17617 (OF), pp. 17615-17616 (E); Testimony of Mr. Guité, Transcripts vol. 109, p. 19869 (OE), p. 19872 (F).
- ⁵⁹ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17370 (OF), p. 17359 (E).
- ⁶⁰ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17371 (OF), p. 17361 (E).
- ⁶¹ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17372-17373 (OF), pp. 17361-17362 (E).
- ⁶² Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17893-17897 (OF), pp. 17889-17893 (E).
- ⁶³ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17367 (OF), p. 17357 (E).
- ⁶⁴ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17897-17898 (OF), pp. 17892-17893 (E).
- ⁶⁵ Testimony of Mr. Lemay, Transcripts vol. 98, p. 17383 (OF), p. 17383 (E).
- ⁶⁶ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17383, 17385-17386 (OF), pp. 17382, 17384-17385 (E).
- ⁶⁷ Testimony of Mr. Lemay, Transcripts vol. 98, p. 17386 (OF), p. 17385 (E).
- ⁶⁸ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17386-17387, 17399-17400 (OF), pp. 17386, 17397 (E).
- ⁶⁹ Testimony of Mr. Lemay, Transcripts vol. 99, pp. 17612-17613 (OF), pp. 17610-17612 (E).
- ⁷⁰ Testimony of Mr. Boulay, Transcripts vol. 103, pp. 18752, 18756 (OF), pp. 18733, 18737 (E).
- ⁷¹ Testimony of Mr. Guité, Transcripts vol. 109, p. 19893 (OE), p. 19899 (F); Vol. 112 (Part I of 2), p. 20548 (OE), pp. 20551-20552 (F).
- ⁷² Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17943-17945 (OF), pp. 17934-17936 (E); vol. 101, pp. 18117-18118 (OF), pp. 18113-18114 (E).
- ⁷³ Testimony of Mr. Lemay, Transcripts vol. 99, p. 17619 (OF), p. 17617 (E); Testimony of Mr. Corriveau, Transcripts vol. 100, p. 17903 (OF), p. 17898 (E).
- ⁷⁴ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17373-17375 (OF), pp. 17363-17364 (E); vol. 98, p. 17484 (OF), p. 17474 (E).
- ⁷⁵ Testimony of Mr. Lemay, Transcripts vol. 97, pp. 17374-17375 (OF), pp. 17363-17364 (E).
- ⁷⁶ Testimony of Mr. Lemay, Transcripts vol. 97, p. 17375 (OF), p. 17364 (E).
- ⁷⁷ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17835-17836 (OF), pp. 17816-17817 (E).
- ⁷⁸ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17893-17898 (OF), pp. 17889-17893 (E).
- ⁷⁹ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17898-17900 (OF), pp. 17893-17895 (E).
- ⁸⁰ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17898, 17919 (OF), pp. 17893-17894, 17912-17913 (E).
- ⁸¹ Exhibit C-302, pp. 2-4.
- ⁸² Exhibit P-322(A), pp. 2-248; Exhibit P-322(B), pp. 250-429.
- ⁸³ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17415-17418, 17483-17484, 17396-17399 (OF), pp. 17412-17415, 17473-17475, 17394-17396 (E).
- ⁸⁴ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17416-17418, 17484 (OF), pp. 17412-17414, 17474 (E).
- ⁸⁵ Testimony of Mr. Corriveau, Transcripts vol. 100, p. 17899 (OF), p. 17894 (E).
- ⁸⁶ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17927-17928 (OF), pp. 17920-17921 (E).

- ⁸⁷ Testimony of Mr. Corriveau, Transcripts vol. 99, pp. 17772-17784 (OF), pp. 17758-17769 (E).
- ⁸⁸ Exhibit P-322(A), p. 2; Exhibit P-326, p. 1.
- ⁸⁹ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17379-17381 (OF), pp. 17379-17381 (E).
- ⁹⁰ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17416-17417, 17484-17486 (OF), pp. 17412, 17477-17479 (E).
- ⁹¹ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17926-17927 (OF), pp. 17919-17920 (E).
- ⁹² Exhibit C-306, pp. 6-25; Exhibit C-302, p. 3.
- ⁹³ Testimony of Mr. Brault, Transcripts vol. 91, pp. 16158-16159 (OF), pp. 16147-16149 (E); vol. 93, pp. 16459, 16464 (OF), pp. 16454, 16459 (E); Testimony of Mr. Guité, Transcripts vol. 109, pp. 19945-19946 (OE), pp. 19955-19956 (F).
- ⁹⁴ Testimony of Mr. Brault, Transcripts vol. 91, pp. 16158-16159 (OF), pp. 16147-16149 (E); vol. 93, p. 16459 (OF), p. 16454 (E).
- ⁹⁵ Testimony of Mr. Lemay, Transcripts vol. 98, p. 17506 (OF), p. 17495 (E).
- ⁹⁶ Testimony of Mr. Brault, Transcripts vol. 91, p. 16167-16168 (OF), pp. 16156-16157 (E); vol. 93, p. 16477 (OF), p. 16471 (E); Testimony of Mr. Guité, Transcripts vol. 111, p. 20476 (OE), p. 20493 (F). Exhibit C-306, p. 35.
- ⁹⁷ Testimony of Mr. Guité, Transcripts vol. 109, pp. 19956, 19965, (OE), pp. 19967, 19977-19978 (F).
- ⁹⁸ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17513-17516 (OF), pp. 17501-17503 (E); vol. 99, pp. 17657-17659 (OF), pp. 17652-17654; Testimony of Mr. Guité, Transcripts vol. 111, pp. 20481-20482 (OE), pp. 20499-20500 (F).
- ⁹⁹ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17516-17518 (OF), pp. 17504-17506 (E).
- ¹⁰⁰ Testimony of Mr. Lemay, Transcripts vol. 98, p. 17518 (OF), p. 17506 (E).
- ¹⁰¹ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17518-17519 (OF), pp. 17506-17507 (E); vol. 99, pp. 17655-17656 (OF), pp. 17650-17651.
- ¹⁰² Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17521-17522 (OF), pp. 17508-17509 (E); Testimony of Mr. Brault, Transcripts vol. 91, p. 16176-16177 (OF), pp. 16164-16165 (E).
- ¹⁰³ Testimony of Mr. Lemay, Transcripts vol. 99, pp. 17685-17686 (OF), pp. 17678-17679 (E).
- ¹⁰⁴ Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), p. 16189 (OF), p. 16176 (E).
- ¹⁰⁵ Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), p. 16190 (OF), p. 16177 (E).
- ¹⁰⁶ Testimony of Mr. Béliveau, Transcripts vol. 113, p. 20922 (OF), pp. 20904-20905 (E).
- ¹⁰⁷ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16199-16201 (OF), pp. 16198-16200 (E).
- ¹⁰⁸ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16200-16201 (OF), p. 16200 (E).
- ¹⁰⁹ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16200-16201 (OF), p. 16200 (E).
- ¹¹⁰ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16199-16201 (OF), pp. 16199-16200 (E).
- ¹¹¹ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17935-17936 (OF), pp. 17927-17928 (E).
- ¹¹² Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17967-17968 (OF), pp. 17957-17958.
- ¹¹³ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17936-17937 (OF), p. 17928 (E).
- ¹¹⁴ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 17937-17938, 17968-17969 (OF), pp. 17929-17930, 17958 (E).
- ¹¹⁵ Exhibit P-322(B), p. 462.
- ¹¹⁶ Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), pp. 16189-16190 (OF), pp. 16176-16177 (E).

- ¹¹⁷ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16202-16203 (OF), p. 16202 (E).
- ¹¹⁸ Testimony of Mr. Brault, Transcripts vol. 92, p. 16204 (OF), pp. 16203-16204 (E).
- ¹¹⁹ Testimony of Mr. Brault, Transcripts vol. 92, p. 16204 (OF), p. 16203 (E).
- ¹²⁰ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16205-16206 (OF), pp. 16204-16205 (E).
- ¹²¹ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16204-16205, 16349-16350 (OF), pp. 16203-16204, 16337-16338 (E).
- ¹²² Testimony of Mr. Brault, Transcripts vol. 92, p. 16205 (OF), p. 16204 (E).
- ¹²³ Testimony of Mr. Brault, Transcripts vol. 91 (Part 3 of 3), p. 16191 (OF), pp. 16177-16178 (E).
- ¹²⁴ Testimony of Mr. Brault, Transcripts vol. 89, p. 15878 (OF), p. 15863 (E).
- ¹²⁵ Testimony of Mr. Brault, Transcripts vol. 89, pp. 15878-15880 (OF), pp. 15864-15866 (E).
- ¹²⁶ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16211-16212 (OF), pp. 16210-16211 (E).
- ¹²⁷ Testimony of Mr. Brault, Transcripts vol. 92, pp. 16212-16213 (OF), pp. 16210-16211 (E).
- ¹²⁸ Testimony of Mr. Brault, Transcripts vol. 92, p. 16212 (OF), p. 16211 (E); Exhibit C-315, pp. 2, 7.
- ¹²⁹ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17532, 17546 (OF), pp. 17519, 17532 (E).
- ¹³⁰ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17532-17533, 17540 (OF), pp. 17519-17520, 17526 (E); vol. 99, pp. 17640-17641 (OF), p. 17637 (E).
- ¹³¹ Testimony of Mr. Lemay, Transcripts vol. 98, pp. 17533, 17536, 17541 (OF), pp. 17519-17520, 17522, 17527 (E).
- ¹³² Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21749-21750 (OF), pp. 21744-21745 (E).
- ¹³³ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21180, 21399 (OF), pp. 21175, 21374.
- ¹³⁴ Testimony of Mr. Gagliano, Transcripts vol. 130, pp. 24828-24832 (OF), pp. 24807-24811 (E).
- ¹³⁵ Testimony of Mr. Dezainde, Transcripts vol. 117, p. 21763 (OF), pp. 21756-21757 (E).
- ¹³⁶ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21758-21760, 21793-21798 (OF), pp. 21752-21754, 21783-21788 (E).
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- ¹³⁸ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21781-21786 (OF), pp. 21772-21777 (E); Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21334-21335 (OF), pp. 21315-21316 (E).
- ¹³⁹ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21788-21790 (OF), pp. 21779-21780 (E).
- ¹⁴⁰ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21849-21861 (OF), pp. 21834-21845 (E); Testimony of Ms. Patry, Transcripts vol. 129 (revised), pp. 24557-24563 (OF), pp. 24537-24542 (E).
- ¹⁴¹ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21862, 21786 (OF), pp. 21845, 21777 (E).
- ¹⁴² Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21839-21849 (OF), pp. 21824-21834 (E); Testimony of Ms. Patry, Transcripts vol. 129 (revised), pp. 24563-24566 (OF), pp. 24542-24545 (E); Exhibit P-398, p. 135.
- ¹⁴³ Testimony of Ms. Patry, Transcripts vol. 129 (revised), p. 24566 (OF), p. 24545 (E).
- ¹⁴⁴ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21863-21867 (OF), pp. 21846-21849 (E).
- ¹⁴⁵ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21825-21826 (OF), pp. 21812-21813 (E).
- ¹⁴⁶ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21803-21804, 21825-21826 (OF), pp. 21792-21793, 21812-21813 (E).
- ¹⁴⁷ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21825-21829 (OF), pp. 21812-21815 (E).

- ¹⁴⁸ Testimony of Mr. Dezainde, Transcripts vol. 117, p. 21827 (OF), p. 21814 (E).
- ¹⁴⁹ Testimony of Mr. Dezainde, Transcripts vol. 117, p. 21827 (OF), p. 21814 (E).
- ¹⁵⁰ Testimony of Mr. Dezainde, Transcripts vol. 117, p. 21829 (OF), pp. 21815-21816 (E).
- ¹⁵¹ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21829, 21867 (OF), pp. 21815-21816, 21849 (E).
- ¹⁵² Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21829-21833 (OF), pp. 21815-21820 (E).
- ¹⁵³ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21834-21836 (OF), pp. 21821-21822 (E).
- ¹⁵⁴ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21833-21838 (OF), pp. 21819-21824 (E).
- ¹⁵⁵ Testimony of Mr. Corriveau, Transcripts vol. 128, pp. 24264-24267 (OF), pp. 24260-24262 (E).
- ¹⁵⁶ Testimony of Mr. Dezainde, Transcripts vol. 117, pp. 21835-21838 (OF), pp. 21821-21824 (E).
- ¹⁵⁷ Testimony of Mr. Dezainde, Transcripts vol. 117, p. 21838 (OF), p. 21824 (E).
- ¹⁵⁸ Testimony of Mr. Corriveau, Transcripts vol. 128, p. 24289 (OF), pp. 24281-24282 (E); Testimony of Mr. Manganiello, Transcripts vol. 126, pp. 23801, 23807 (OE), pp. 23812-23813, 23819 (F); Exhibit P-463, pp. 4, 11, 29-30; Exhibit P-460, p. 90.
- ¹⁵⁹ Testimony of Mr. Corriveau, Transcripts vol. 129 (revised), pp. 24332-24339 (OF), pp. 24329-24335 (E); vol. 128, pp. 24298-24299 (OF), pp. 24289-24290 (E).
- ¹⁶⁰ Testimony of Mr. Manganiello, Transcripts vol. 126, pp. 23801-23805, 23826 (OE), pp. 23813-23817, 23840 (F).
- ¹⁶¹ Testimony of Mr. Corriveau, Transcripts vol. 128, pp. 24296-24298 (OF), pp. 24289-24290 (E).
- ¹⁶² Exhibit P-387, p. 3.
- ¹⁶³ Testimony of Mr. Corriveau, Transcripts vol. 128, p. 24289 (OF), pp. 24281-24282 (E); vol. 129 (revised), p. 24386 (OF), p. 24378 (E).
- ¹⁶⁴ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20872-20882 (OF), pp. 20861-20871 (E).
- ¹⁶⁵ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20879-20882 (OF), pp. 20868-20871 (E).
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- ¹⁶⁷ Testimony of Mr. Béliveau, Transcripts vol. 113, p. 20875 (OF), pp. 20864-20865 (E).
- ¹⁶⁸ Testimony of Mr. Béliveau, Transcripts vol. 113, p. 20884 (OF), p. 20872 (E).
- ¹⁶⁹ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20906-20909 (OF), pp. 20890-20893 (E).
- ¹⁷⁰ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20911-20912 (OF), pp. 20895-20896 (E).
- ¹⁷¹ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20906-20911 (OF), pp. 20891-20895 (E).
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- ¹⁷³ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20906-20911 (OF), pp. 20891-20895 (E).
- ¹⁷⁴ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20915-20925, 20912 (OF), pp. 20898-20907, 20895-20896 (E).
- ¹⁷⁵ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20916-20922 (OF), pp. 20899-20904 (E).
- ¹⁷⁶ Testimony of Mr. Renaud, Transcripts vol. 96, pp. 17001-17002 (OF), pp. 17000-17001 (E).
- ¹⁷⁷ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20922-20923 (OF), pp. 20904-20905 (E).
- ¹⁷⁸ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20923-20925 (OF), pp. 20905-20907 (E).
- ¹⁷⁹ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20925-20927 (OF), pp. 20907-20909 (E).
- ¹⁸⁰ Testimony of Mr. Béliveau, Transcripts vol. 113, pp. 20927-20931 (OF), pp. 20909-20912 (E).

- ¹⁸¹ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20930-20942, 20946-20947 (OF), pp. 20912-20922, 20926-20927 (E).
- ¹⁸² Testimony of Mr. Béliveau, Transcripts vol. I14, pp. 21130-21133 (OF), pp. 21109-21112 (E).
- ¹⁸³ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20932-20942 (OF), pp. 20914-20922.
- ¹⁸⁴ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20942-20946 (OF), pp. 20922-20926 (E).
- ¹⁸⁵ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20943-20945 (OF), pp. 20922-20925 (E); vol. I14, pp. 21095-21097 (OF), pp. 21077-21079 (E).
- ¹⁸⁶ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20944-20945 (OF), pp. 20923-20925 (E); vol. I14, pp. 20959-20960 (OF), pp. 20959-20960 (E).
- ¹⁸⁷ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20951-20952 (OF), pp. 20930-20931 (E).
- ¹⁸⁸ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20948-20951 (OF), pp. 20928-20930 (E).
- ¹⁸⁹ Testimony of Mr. Béliveau, Transcripts vol. I13, pp. 20925-20926, 20930-20931 (OF), pp. 20907-20908, 20911-20913 (E).
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- ¹⁹¹ Testimony of Mr. Béliveau, Transcripts vol. I14, pp. 21125-21128 (OF), pp. 21105-21108 (E).
- ¹⁹² Testimony of Mr. Corbeil, Transcripts vol. I15, pp. 21199-21201 (OF), pp. 21192-21194 (E).
- ¹⁹³ Testimony of Mr. Corbeil, Transcripts vol. I15, pp. 21194-21199 (OF), pp. 21187-21192 (E).
- ¹⁹⁴ Testimony of Mr. Corbeil, Transcripts vol. I15, pp. 21197-21198, 21202-21203 (OF), pp. 21191, 21195-21196 (E).
- ¹⁹⁵ Testimony of Mr. Côté, Transcripts vol. I16, pp. 21610-21611 (OF), pp. 21595-21596 (E).
- ¹⁹⁶ Testimony of Mr. Côté, Transcripts vol. I16, pp. 21623-21628 (OF), pp. 21605-21610 (E).
- ¹⁹⁷ Testimony of Mr. Côté, Transcripts vol. I16, pp. 21627-21628 (OF), pp. 21609-21610 (E).
- ¹⁹⁸ Testimony of Mr. Côté, Transcripts vol. I16, pp. 21629-21630, 21682-21683 (OF), pp. 21611-21612, 21660 (E).
- ¹⁹⁹ Testimony of Mr. Côté, Transcripts vol. I16, pp. 21679-21684 (OF), pp. 21656-21660 (E).
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- ²⁰² Testimony of Mr. Côté, Transcripts vol. I16, p. 21515 (OF), pp. 21507-21508 (E).
- ²⁰³ Testimony of Mr. Corriveau, Transcripts vol. I28, pp. 24263-24264 (OF), pp. 24259-24260 (E).
- ²⁰⁴ Testimony of Mr. Corriveau, Transcripts vol. I28, pp. 24264-24271 (OF), pp. 24259-24266 (E).
- ²⁰⁵ Exhibit P-332, p. 211.
- ²⁰⁶ Exhibit P-322(B), p. 445.
- ²⁰⁷ Exhibit P-322(B), p. 445.
- ²⁰⁸ Testimony of Mr. Corriveau, Transcripts vol. I00, pp. I8011-I8016 (OF), pp. I7997-I7801 (E); Exhibit P-322(B), pp. 446-450.
- ²⁰⁹ Exhibit P-249; Exhibit P-322(B), pp. 445-450.
- ²¹⁰ Exhibit P-249; Exhibit P-322(B), pp. 446-450.
- ²¹¹ Testimony of Mr. Corriveau, Transcripts vol. I00, pp. I8015-I8017 (OF), pp. I8000-I8002 (E).
- ²¹² Exhibit P-249; Exhibit P-322(B), p. 450.
- ²¹³ Testimony of Mr. Corriveau, Transcripts vol. I00, pp. I8019-I8021 (OF), pp. I8004-I8005 (E).

- ²¹⁴ Exhibit P-249; Exhibit P-322(B), p. 449.
- ²¹⁵ Exhibit P-322(B), p. 445.
- ²¹⁶ Testimony of Mr. Corriveau, Transcripts vol. 100, pp. 18020-18021 (OF), p. 18005 (E).
- ²¹⁷ Exhibit P-322(B), p. 445.
- ²¹⁸ Testimony of Mr. Éric Lafleur, Transcripts vol. 81, pp. 14268-14269, 14273-14275, 14284-14290 (OF), pp. 14268-14269, 14272-14274, 14282-14288 (E).
- ²¹⁹ Testimony of Mr. Éric Lafleur, Transcripts vol. 81, pp. 14282, 14290 (OF), pp. 14280, 14287 (E).
- ²²⁰ Exhibit P-322(B), pp. 452-456.
- ²²¹ Testimony of Mr. Davidson, Transcripts vol. 79, pp. 13958-13959 (OF), 13944-13946 (E).
- ²²² Testimony of Mr. Corriveau, Transcripts vol. 129 (revised), pp. 24341-24345, 24351 (OF), pp. 24336-24341, 24346 (E); Exhibit P-332, p. 211.
- ²²³ Testimony of Mr. Corriveau, Transcripts vol. 128, pp. 24264, 24271, 24273 (OF), pp. 24259, 24266-24267 (E).
- ²²⁴ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21199-21201 (OF), pp. 21192-21194 (E).
- ²²⁵ Testimony of Mr. Corbeil, Transcripts vols. 115 and 116.
- ²²⁶ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21364-21373 (OF), pp. 21341-21351 (E).
- ²²⁷ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21252-21254 (OF), pp. 21241-21243 (E).
- ²²⁸ Exhibit C-293(A), pp. 184, 192.
- ²²⁹ Testimony of Mr. Corbeil, Transcripts vol. 115, p. 21271 (OF), p. 21258 (E); vol. 116, pp. 21453-21454 (OF), p. 21452 (E).
- ²³⁰ Testimony of Mr. Corbeil, Transcripts vol. 116, p. 21508 (OF), p. 21501 (E).
- ²³¹ Testimony of Mr. Corbeil, Transcripts vol. 116, p. 21545 (OF), p. 21535 (E).
- ²³² Testimony of Mr. Corbeil, Transcripts vol. 116, pp. 21473-21477, 21543-21546 (OF), pp. 21469-21473, 21533-21536 (E).
- ²³³ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21272-21276 (OF), pp. 21259-21265 (E).
- ²³⁴ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21239-21243 (OF), pp. 21229-21233 (E).
- ²³⁵ Testimony of Mr. Brault, Transcripts vol. 89, pp. 15869-15873 (OF), pp. 15854-15859 (E); Exhibit C-299, pp. 2-3.
- ²³⁶ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21281-21285 (OF), pp. 21267-21271 (E).
- ²³⁷ Testimony of Mr. Dezaïnde, Transcripts vol. 117, pp. 21895-21899 (OF), pp. 21873-21877 (E).
- ²³⁸ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21363-21364 (OF), pp. 21342-21343 (E).
- ²³⁹ Testimony of Mr. Brault, Transcripts vol. 89, pp. 15752-15753 (OF), pp. 15748-15749 (E); vol. 92, pp. 16335-16337 (OF), pp. 16324-16326 (E).
- ²⁴⁰ Testimony of Mr. Welch, Transcripts vol. 119, pp. 22387-22389 (OE), pp. 22398-22400 (F).
- ²⁴¹ Testimony of Mr. Corbeil, Transcripts vol. 116, pp. 21517-21518 (OF), pp. 21509-21510 (E).
- ²⁴² Testimony of Mr. Dezaïnde, Transcripts vol. 117, pp. 21764-21770 (OF), pp. 21757-21763 (E).
- ²⁴³ Exhibit P-397, pp. 23-25.
- ²⁴⁴ Testimony of Mr. Corbeil, Transcripts vol. 115, pp. 21266-21273 (OF), pp. 21253-21260 (E); Exhibit P-397, pp. 15, 55.