

SHOP AT MILLEY'S



Ladies' Silk Hosiery

Wonderful assortment of Artificial and Pure Silk Hosiery, almost every conceivable shade is here for you to select from. Prices range from

65c pair up

Special Reductions on all Children's Hats

Men's Summer Socks

PLAIN & FANCY MERCERISED SOCKS. Pair only 29c.

CHILDREN'S ROMPERS. 98c.

BOYS' CAPS. From 50c. up

COLD SILK SOCKS. Pair only 49c.

BOYS' STRAW HATS. From 79c. up

CHILDREN'S STRAW SAILORS. From 79c. up

Boys' Sport Hose

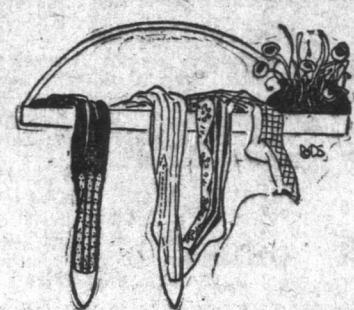
With Fancy Roll Top. Just the Hose for knocking about during the summer holidays. Pair only

29c

Boys' & Girls' Sport Hose

In Fawn and Grey, with - Fancy Turned down top. Pair only

35c



Hosiery Values

worth looking up

LADIES' GREY FAWN, BLACK & BROWN MERCERISED HOSE. Pair only

40c.

SPECIAL GREY HOSE—Pair only

30c.

CHAMPAGNE LILE THREAD HOSE—Pair only

\$25c.

LEATHERETTE LUNCH CASES.

No need to resort to wrapping up Lunches in paper when travelling on the coach. Lunch Cases only

65c

S. MILLEY, Limited



Blouses and Jumpers

of Tailored Smartness

CREAM TRIOLA BLOUSES—With Dainty Hand-worked Lace, also shirt waist style. Prices from \$2.50 to \$4.50

CROCHET SILK JUMPERS—In Fancy Art Designs, very Dainty. Prices from \$6.50 to \$9.50

CREPE DE CHENE JUMPERS—in Cleopatra Designs, with and without collars. Prices from \$6.50 to \$15.00

TRICOLETTE JUMPERS—In plain colours & Jazzy Designs. Prices from \$4.50 to \$10.50

CREPE DE CHENE JUMPERS AND SHIRT WAISTS—In self colours, with Fancy Embroidered Designs and Inserted Lace Badallions. Prices from \$3.50 to \$10.50

MILLINERY SPECIAL

LADIES READY-TO-WEAR HATS—Values up to \$4.50. Special Clearance Price

1.98



Sport Skirts

Such smart and easy-going skirts are the requisites of a vacation wardrobe and this is the best time to get yours and have it ready for the gatta Day.

2.49

Ratine Suits

Jumper and Skirt of striped Ratine; in Gay summer colourings. Just the Dress for holiday vacation wear

3.49

Attractive Sweaters

There are many cool and changeable days and evenings this summer, which makes it very appropriate for sweater wearing. Styles are extensive and the colours are diversified and bright. Sweaters as Illustrated \$2.60

Sweater Blouses

Attractive Styles, Jazzy Colourings.

Towel Sets

A compact set of Towel and Face Cloths. 98c set. Just what you want for holidays. Only

Supreme Court

(Continued from 5th page.)
The directors held on 22nd, 1921, at which meeting there were present, Major H. E. MacDonald, Mr. W. H. Greenwood and Mr. H. D. Reid.
"Mr. H. D. Reid, President of the Reid Nfd. Co., Ltd., and Chairman of the Board in Nfd., stated that his company was prepared to pay a proportion of the increased expenses of the new offices and staff. After discussion the following payments were agreed to: The cost of furniture, etc.,

"Reid Nfd. Co. Ltd., and the Trust, "Reid Nfd. Co. Ltd., being debited "£298 for this. The rent of offices, "telephone and staff to be apportioned: "Reid Nfd. Co. Ltd., £175 per quarter; Nfd. Fish Products, Ltd., £75 "per quarter." The secretary was ordered to write to the Reid Newfoundland Co. Ltd., and to Newfoundland Fish Products Co. Ltd., "confirming these arrangements and "to secure their acceptance thereof "in writing, also to write to Major "MacDonald giving notice of the terms to be equally divided between the "termination of the agreement entered

"into with him by the Trust on the "4th March, 1920, as on the 24th January, 1921."
Now, my lord, under this agreement, Reid Nfd. Co. Ltd., undertook to contribute at the rate of £175 per quarter towards rent and other office expenses, and as has been detailed in evidence, that contribution has continued to be paid down to March, 1924. Notice terminating the arrangement was given in November, 1921 by Mr. Conroy, indicating that the defendants intended to terminate the arrangement at the end of the year, 1921, but, as has been explained by Mr. Conroy,

when it was afterwards learned that the term under which the offices were held could not be terminated until March, 1924, the Reid Nfd. Co. continued the quarterly payments down to that date; and I submit that these payments are payments to the Trust, for which we should get credit, and that the fact that they are specifically arranged for under the head of "Contribution towards rent, telephone and staff, does not deprive them of their character of payments by the Reid Newfoundland Co. to the Trust, because I submit that in any case the rent and telephone and staff would be a necessary incidental expense to the carrying on of the Plaintiffs business, and insofar as the burden of that expense was lightened by the quarterly contribution of the Reid Newfoundland Company, it is a profit to the Trust it has gone to the Trust, because it saves the Trust so much money in the run of a quarter; and for all practical purposes it is a payment by the Reid Nfd. Co. to the Trust, which does not, by reason of the appointment referred to here, which does not necessarily have to be treated as a payment for a specific purpose, and ought and cannot be treated as such insofar as the Reid Newfoundland Company is concerned.

With regard to the other payments of £400 a month, for eight months, if your lordship will look at No. 249 in the book J.A.McD. 361, you will find there the personal commission letter, which winds up on the second page with this statement:—
"I also agree that the Reid Nfd. Co., Ltd., will accept drafts for £400 "monthly from March 1st, 1921, to Oct. "31st, 1921, to cover part of the expenses incurred by W. H. Greenwood and J. A. MacDonald on various matters, it being understood "that the total amount of said acceptance shall be included in the disbursements of the Vendors above mentioned."

That I submit cannot have reference to any expenses but those of the Trust.

HON. MR. JUSTICE KENT—Were there many of those payments made?

MR. HOWLEY—These payments were made, yes, and they are included in the statement of expenses aggregating \$48,708.00, which the defendants set up in paragraph 7 of the particulars of paragraph 21 of the defence; \$48,708.00 which is claimed by the defendants to have been paid to the Trust, and which comprises the £1000 paid in December, 1919, the drafts for £250 a month that followed it, the £175 per quarter on account of rent and other expenses down to March, 1924, and these payments of £400 a month to which I am now referring; and it is submitted, my lord, that the payments of £400 a month

from March 1st, 1921 to October 31st, 1921 "to cover part of the expenses incurred by W. H. Greenwood and J. A. MacDonald, on various matters" means

Part of the Expenses Incurred by the Trust.

W. H. Greenwood and J. A. MacDonald are alternative terms, but expressing the same thing that the Trust expresses in the eyes of the Reid Nfd. Co. They are the London management of the Trust, and I cannot conceive of what the expression "expenses" or "Part of the expenses" can refer to, unless it refers to the expenses of this concern of which they are the management, this concern which is devoting itself to our business; and that, my lord, I submit, is the case for the defendants with regard to those payments.

If your lordship will remember, I intimated this morning that in dealing with this question of the claim for services, and the question of the payments we must necessarily have presented to us in considering this point as to whether or not these amounts, or any of them are to be treated as payments to the Trust, we then come to the question of what amount, if it should be held that the agreement for commission does not exclude payment—does not exclude the right to a claim for services, and if it should be held that the question of the claim for services has to be considered, and there is a finding that any payment for services is due the Plaintiffs, then my Lord, I submit, that we come to the question of how much should be paid to the Plaintiffs for such services

and, as I indicated to your lordship this morning, no attempt has been made to lay before your lordship any evidence which can in the remotest manner guide you in assessing the value of the services rendered by the Plaintiffs for which they may be entitled to be paid.

The only possible line of argument that the plaintiffs might take, so far as I can see, on that point would be to refer to certain of the correspondence, in the first place in the fall of 1921, when some negotiations would appear to have taken place, with a view to effecting the sale of the outstanding Trust assets and properties to the Reid Nfd. Co., and the second series of letters comes up in the correspondence with Mr. Jackson, somewhere in the early summer of 1922, and there is a reference to what the Reids would be prepared to do.

Your lordship will remember that in November, 1921, there was some discussion as to the winding-up of the Trust, or alternatively, the buying out of the Trust by the Reid interests, and a figure of £30,000 was discussed, and that figure of £30,000 was not alone a suggestion to cover the value of any services that the Trust had rendered to the Reid Newfoundland Company, but was also a suggestion to cover any question or right or claim individually by Messrs. Greenwood, Thomson and MacDonald under any personal arrangement that they may have had with the Reid Nfd. Co. It was also a suggestion to cover any other business or assets or properties that the Trust held or had a right to; and a big factor in the discussion of such a figure was the desirability of removing the Trust from the path of the negotiations that had then commenced, or were then about to commence. Mr. Conroy, I think, has frankly told us the position that at that time, he was afraid that Thomson, MacDonald and Greenwood and the Trust would interfere with any negotiations that might be undertaken, or that might ensue, in such a way as to spoil them; and it was a factor of considerable importance and value in the eyes of the Reid Nfd. Co. at that time that this menace would be removed.

MR. HIGGINS—There is no mention of the personal commission in that letter to Conroy.
MR. HOWLEY—I was speaking from memory—I thought there was. My learned friend has referred to the letter Number 372, which is J.A.McD. 390, and draws attention to the fact that this is a letter from Major MacDonald to Mr. Conroy, and he suggests that there is no mention in that letter of the personal claim of these gentlemen against the Reid Nfd. Co. But if your lordship will look at No. 273, which is Mr. Conroy's reply to Major MacDonald, which is J.A.McD. 291, written on the 28th November, 1921, you will see:

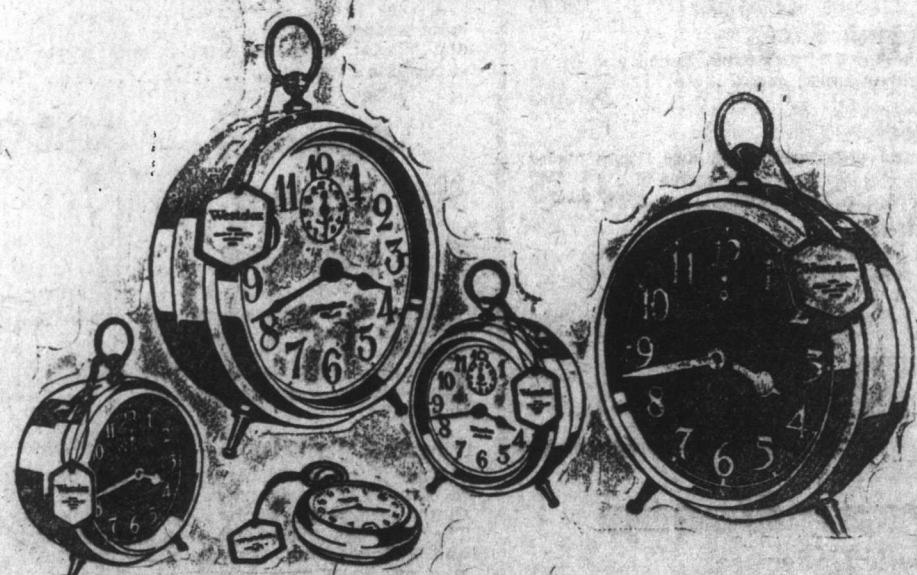
"The purchase of the shares is intended to carry with it a release by you and Messrs. Thomson and Greenwood of any claim which you might conceivably assert under the agreement with you three signed by Mr. H. D. Reid on April 5th, 1921, providing for an extra personal commission to you out of the Humber Valley deal, this being the agreement which the Board of the Reid Nfd. Co., Ltd., refused to ratify."

MR. HIGGINS—Then turn to 377.

MR. HOWLEY—Then there is the point that I wish to make in this series of correspondence is the value that could be placed upon the services rendered by the Plaintiffs the Defendants, in the event of the finding that such services did merit remuneration. It would serve as a guide in any way, ever, because, first, it covers a number of considerations in the consideration of the position such services being of any value, so far as the Reid Nfd. Co. is concerned, so far as the Reid Nfd. Co. is concerned.

(Continued on 5th page)

Westclox

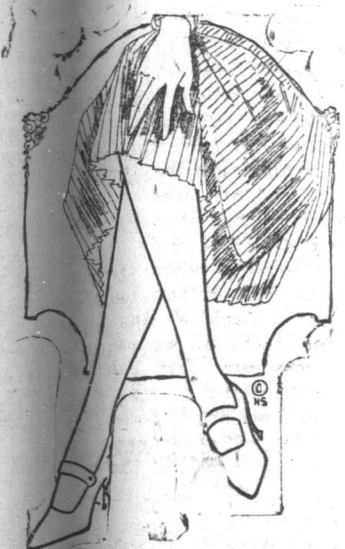


And there's no follow up

ORDINARY alarm—Ben it's different. Set the clocks, give one ring—switch guide on "repeat" and then stop. If you respond, all well and good. But, if you roll over for one more nap, there's no follow up. And once you reawake, the responsibility is yours.

With Big Ben and Baby—responsibility is yours.
WESTERN CLOCK COMPANY, LA SALLE, ILLINOIS, U.S.A.
Makers of Westclox: Big Ben, Baby Ben, Sleep-Mate, America, Good Morning, Jack-o-Lantern, Blue Bird, Black Bird, Glo-Bed, Pocket Ben.

JUST OPENED UP



New Summer Footwear

New "K" Boots and Brogues for Ladies and Gentlemen.

Children's Patent 3, 5 and 7 Strap Roman Sandals.

Boys' and Girls' Boots and Shoes, built for wear, in the latest styles.

For the latest in FOOTWEAR, see our window display. The merchandise is good—the prices are right.

F. Smallwood

THE HOME OF GOOD SHOES.

Donald, which is J.A.McD. 291, written on the 28th November, 1921, you will see:

"The purchase of the shares is intended to carry with it a release by you and Messrs. Thomson and Greenwood of any claim which you might conceivably assert under the agreement with you three signed by Mr. H. D. Reid on April 5th, 1921, providing for an extra personal commission to you out of the Humber Valley deal, this being the agreement which the Board of the Reid Nfd. Co., Ltd., refused to ratify."

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(Continued on 5th page)