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CHAS. HUTTON

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222 Water Street.

Report of T. Hollis Walker, K. C.

(Continued from page 9.)

fine, the rights and duties of the parties from the time when its predecessor expired. I also decided to receive the evidence of subsequent efforts alleged to have been made when the question of possible variation of the ratified agreement had arisen. The whole of the events might well be parts of one campaign or system, and it was likely that in the later incidents specific references to the earlier ones would occur (as in fact they did), and it was certain that light would be thrown upon the whole subject, and upon the attitude of the companies and their officials and Sir Richard Squires respectively towards transactions of the kind involved.

I am satisfied that on the occasion of this visit to Montreal (December 1921 and January 1922), Mr. Meany suggested to Mr. McDougall, at that time Vice-President of Besco and of each of its constituent companies, a further payment to Sir Richard, and that this was done with the knowledge and approval of Sir Richard himself. The figure put forward by Mr. Meany was \$100,000, and the consideration was to be the elimination of the burdensome expenditure clauses in the agreement. Mr. McDougall asked him whether the \$100,000 was to be in addition to the \$51,000 already paid. Mr. Meany could not explain or understand this figure of \$51,000 but it bears a striking resemblance to the sum arrived at by adding together \$46,000 the amount of the Daily Star cheque and \$5,000 the amount contained in the mystery parcel, of which Mr. Meany had not heard at the time when he gave his evidence. Mr. McDougall, however, was not altered, and the matter was allowed to sleep until 1923, undisturbed by the audit which took place at or after the close of 1922. In January 1923 Mr. Meany was again in Montreal, this time accompanied by Mr. Miller. Arrangements for this visit seemed to have been under discussion the previous December and Mr. Meany, fearing that he was going to be left out, wrote to Mr. McDougall on the 19th, Dec. 1922:—

"You will remember that I was with Sir Richard Squires in Montreal and New York last December and January participating in certain negotiations between you and Sir Richard. One matter broached by me as a quid pro quo for certain concessions connected with the Wolvin-Coaker contract was left in abeyance. It is, I believe, the intention of Sir Richard to make a move for the elimination of the objectionable clauses for which I in conjunction with Jim Miller have been working for a year. But he aims at shunting the conduct of negotiations about that matter between him and yourself from me to an emissary of his own."

On the same day Mr. Miller wrote to Sir Richard Squires on the subject:—

"Before Mr. McDougall left here three weeks ago I had a conversation with him regarding matters pending in relation to the elimination of the two clauses

quest as discussed in Montreal in January in the event of this going through would you send necessary authorization to finalize matters."

On 29th March, Mr. McDougall replied:—

"Referring your cable 27th we are prepared to carry out our part arrangement made in Montreal whenever matter finally completed see details telegram Gillis to Miller to-day."

And Gillis' telegram to Mr. Miller was:—

"Vice-President has given instructions to me advise you as follows:—Referring to Meany's message 27th of March we are prepared to carry out our part of arrangement made in Montreal whenever change in agreement including elimination of the expenditure clauses and remission of export tax becomes law."

There were other communications about this time from Mr. Gillis to Mr. Miller which left no doubt in my mind that Mr. Gillis at any rate believed that his superior knew of the transactions of 1920 and far from repudiating them were considering in 1923 the possibility of further commitments for the accommodation of Sir Richard Squires. The agreement, however, was not altered, and the matter was allowed to sleep until 1923, undisturbed by the audit which took place at or after the close of 1922. In January 1923 Mr. Meany was again in Montreal, this time accompanied by Mr. Miller. Arrangements for this visit seemed to have been under discussion the previous December and Mr. Meany, fearing that he was going to be left out, wrote to Mr. McDougall on the 19th, Dec. 1922:—

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while he was here he asked me to go to Dr. Mosdell with a trusted representative of his to discuss the matter so that Dr. Mosdell would obtain some information for certain members of the executive, particularly Dr. Barnes, regarding the reasons for the amendment of the contract. There McDougall's representative assured Dr. Mosdell that should the clauses be eliminated they would be prepared to enlarge their mining forces to 4,000 men instead of 2,000 or 2,200 as at present. He told me that for the benefit of all concerned he preferred to continue the discussion of these matters with Meany as he had opened matters and had his confidence, also that he wished for me to arrange to go to Montreal early in January and if we were to discuss these matters he would ask that Mr. Meany come along with me."

Sir Richard's answer did not refer specifically to Mr. Meany who accordingly obtained leave of absence and went. There were at the moment no labour troubles, or pending arrangements about cables, and it is obvious that Mr. Meany went to take up again his unfinished mission of the previous year, to discuss again, and if possible settle, the terms upon which the onerous clauses might be eliminated. On this visit Mr. Meany asked Mr. McDougall for \$300,000 and was told that such a large sum was out of the question. Meanwhile labor troubles arose at the mines, and some ten days after Mr. Meany's departure from Newfoundland, Sir Richard also set out for Canada. On his arrival at Montreal he was told of Mr. Meany's failure and decided that the matter must stand over for the present. There was however one remarkable incident during the visit of Sir Richard which requires to be mentioned specifically. Sir Richard had an interview with Mr. Wolvin, the President of Besco and made the statement about Mr. Miller which conveyed to Mr. Wolvin the suggestion that the Company's money had not reached Sir Richard but had been appropriated by Mr. Miller himself. Sir Richard told me that he had no intention of making any such imputation, but it was clear that Mr. Wolvin so understood or misunderstood his remarks. Mr. Wolvin threatened Mr. Miller with criminal proceedings for embezzlement, and ultimately officials of the Company were sent to Newfoundland to investigate the matter. On Feb. 24th, 1922, Mr. Gillis wrote on behalf of the Company to Mr. Miller.

"I have received a letter from Montreal under date February 17th instructing me to make no further payments to Mr. J. J. Miller. 'Either for salary or expenses. The letter further stated that the collection of the amount overdrawn by you while in charge of our office at Wabana was to be taken in hand by the controller. I am given to understand this action has been taken on account of some statements made by high officials of Newfoundland to the effect that your story as to the disposal of this money is absolutely in error.'"

In a later message Mr. Gillis wrote:—

"The big man down there has evidently thrown you over and denied having received anything from you."

Mr. Miller was ill at the time, and he handed this correspondence to Mr. Meany, who on 6th March wrote a long and somewhat indignant letter to Sir Richard Squires enclosing a copy of Mr. Gillis' letter. Next day there was an interview between Mr. Meany and Sir Richard of which the two persons present gave me wholly different accounts. I accept Mr. Meany's version that Sir Richard asked him to get in touch with

the investigators and keep him (Sir Richard) out of it. Mr. Meany got into touch with them as soon as they arrived and on 22nd March he wrote to Sir Richard:—

"The matter we discussed at Dr. Campbell's on Wednesday night 7th instant has been disposed of satisfactorily to all concerned and will not be referred to you. My chief object was to dispose of it in this manner, and I directed it along those lines. You'll hear nothing more of it."

The investigators duly enquired into the matter with the result shown by the certificate dated 26th March 1923, which they handed to Mr. Miller:—

"To whom it may concern: This is to certify that Mr. James J. Miller lately employed by Dominion Iron and Steel Company, Limited as chief accountant at Wabana has correctly accounted for all cash under his control, and that he has left the employ of the Company voluntarily and with the best wishes of his late associates."

That certificate was signed by Mr. Tasman, the chief accountant at Sydney and on his return home he for the first time caused these monies to be entered in the company's books. They were charged as debits against J. J. Miller, who was known to be quite unable to pay them, and in the accounts similar amounts were written off as bad debts, but at no time was any entry made, or claim suggested, either against Sir Richard Squires who had the money, or the Bank who had paid it away.

In July 1923 Mr. Meany had been suspended and matters were moving to a crisis. Mr. Miller asked for the return to himself of the \$46,000 Daily Star cheque and Mr. Gillis in reply wrote under date July 11th 1923:—

"I received your telegram to-day requesting return of Daily Star cheque which was given to you in exchange for the company's vouchers made on special account at Wabana. As this matter as far as your special interest was concerned was covered by Mr. Tasman's report our Comptroller Mr. Doak can see no reason why the cheque should leave the possession of the Company."

Obviously the matter was regarded as at an end, the help given to Sir Richard had been adopted and recognized. Indeed the only thing since the Daily Star cheque was given and dishonoured in March 1921, which had been able to galvanize this affair into the semblance of life, was a suggestion in Mr. Wolvin's mind that the money after all had not found its way into the hands of Sir Richard Squires, and when that suggestion was disproved, it was allowed to rest again. That rest, I do not doubt, would have been permanent had it not been for this Commission.

I do not think that fine distinctions should be drawn as to whether or not at a particular moment negotiations were being actively carried on. I regard all material times before 12th August 1921 as falling within the period of negotiations for the determination of the obligations of the companies to the Government and the subsequent period as one of negotiation for their revision. I hold that such periods are periods "while negotiations were in progress" within the meaning of the Commission, and I am driven to the conclusion that responsible officials of the Dominion Company during such periods were willing to give and did give timely financial assistance to Sir Richard Squires then Prime Minister of the Colony and that a sum of \$48,000 was paid to him by the Company accordingly. Though under the circumstances and in the absence of the chief officials of the Company I cannot specify by name the individuals who were parties to the payment. This is the inference that I find myself compelled to draw; no other conclusion is consistent with the facts and documents. That the matter was kept secret and was not brought before a Board meeting or before the shareholders I can well understand, that it was conducted solely by underlings I cannot believe, that there

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serve the abuse and obloquy heaped upon him on behalf of the man whom he had served. Moreover his evidence was not the main or the deciding factor, and I relied far more upon the documents and the testimony given by Sir Richard Squires himself.

It is clear that in March, 1921, Sir Richard knew that he had had the money and in what sum, though he was not sure then whether it was to be regarded as a loan or as a gift. I can well understand that his necessities would tempt him to retain it even if he disapproved of its being procured from such a source, but I can see no sign of disapproval, and I find that he did not disapprove, but that on the contrary help from the companies was precisely what he was hoping for when he left the country in August. No one could have supposed for a moment that Mr. Miller could have produced anything substantial from his own resources, and the idea that he could have collected a sum like this from anonymous political supporters is simply ludicrous. As time went on Sir Richard's hopes that it was a gift grew stronger and when in August he was at Montreal and no suggestion of repayment was made the last shadow of doubt was removed. It was contended by Mr. Lewis that the Company had still a right to sue Sir Richard for the money, and he invited me so to decide, and to hold in consequence that the charge made in this commission must fail. Though for three years Sir Richard has had the gratuitous use and benefit of the Company's bounty, I do not say that it is impossible for them to revise

the opinion expressed by Mr. Jenkins, their own counsel, that it would be "bad business" to sue him! I must not prejudice the result of it; I do not agree that it would provide a conclusive or any test for the question which I have to decide. To my mind financial assistance from the Company at such a time and under such circumstances would be equally objectionable whether it took the form of accommodation only or of actual cash lent or given. Sir Richard accepted that help regarding it as a gift, the money was paid to him and I find that the allegation in this paragraph as far as he is personally concerned is proved.

One of his instruments was Mr. Miller with whom I have already dealt. Another was Miss Miller, now Mrs. Harasant. Her position was one of great difficulty and anxiety and I should wish to make every excuse for her, but she had knowledge of the facts and ability to appreciate them, and she ought not to have allowed the pressure upon her employer to blind her to the dubious nature of the methods adopted to relieve it. At a later stage Mr. Meany came upon the scene; he was worrying about his own position with reference to the money taken from the Liquor Control Department, as he said in a letter to Mr. McDougall (19th Dec. 1922) he was in a very awkward predicament unless he was in a position to insist upon the discharge of certain outstanding obligations which leaned heavily upon him. He hoped to find the means of covering up one wrong by participating in another.

Though I look upon the incident of the \$5,000 parcel with grave suspicion,

on the evidence before me I do not find that the Nova Scotia Company or any of its officials as such paid any money to Sir Richard Squires.

(To be continued.)

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—By Bud Fisher.

MUTT AND JEFF



In the following month (March 1923) Mr. Meany himself was in communication with Mr. McDougall on the subject. On 27th March Mr. Meany telegraphed:—

"Party is satisfied to grant re-

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