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Skirt and Jumper, in Rose Canary, Mauve, Emerald and Fawn. Only

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EXTRA ST FOR N SOCKS 29c

Fancy Cottons, Stripes, Clocks, and Mercerized finished Socks. 29c. Pair.

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Silk Socks

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MILLINERY SPECIAL Ladies' Ready-to-Wear Hats. Values \$1.98

up to \$4.00 for

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Supreme Court

(Continued from page 10.)

ould certainly ask your Lordship to e into consideration that it was a

MR. HOWLEY-Why?

consider it relevant MR HOWLEY-If it was not. then

of Mr. Conroy on the point. roy went into the box and emphatically denied having said any such thing. Then we come down to this letter Written by Mr. Conroy on the 15th November, 1921, No. 367, J.A.MacD. 388. This is a letter written to Mr. Conroy by the Trust following upon the interview of the 3rd November; and my lord, I would like to refer you

paragraph 2, he says: "As to the Humber Valley project "the position is somewhat similar. . ." Perhaps in order to explain that I had better to back and read paragraph

to the paragraph of that letter deal-

ing with the Humber situation. In

"(I) As to the proposed bond issue "of the St. John's Light and Power Company, Ltd., we confirm that "should the money be obtained "through Messrs, Sir W. G. Armstrong Whitworth Co., Ltd., or other parties "introduced by you," commission will "be payable to the Trust at a rate to. be determined by agreement, or in "default of agreement by arbitration, "notwithstanding that the definite ne-"gotiations resulting in the sale of the bonds will have been conducted by "us directly and not through the Trust

"(2) As to the Humber Valley project the position is somewhat simular; the commission payable to the Trust under the minute passed by the Board of the Reid fid. Co., Ltd., when

will not be affected merely by the fact through you." that our negotiations with the Arm-"of through the Trust."

subject to such modifications as under the August minute. why did you re-examine them on it modifications as should ensue, and I There was no question-no questiontake it that the final agreement with at all but that the Armstrongs, at the

> Victor Seastrom's The Film Sensation! with Lon Chaney Norma Shearer, John Gilbert

Major MacDonald was in St. John's, stead of dealing with Armstrongs

In other words, does it not mean strongs are conducted direct instead either one of two things, that if we can arrange with Armstrong's to Now, my lord, what is the position carry out this conract, and to help us st extraordinary thing, that neither created by that letter. If we try to in- in getting the money necessary to pay hese witnesses, both of whom I terpret that letter without any refer- for the contract and to provide workit-not as a compliment-but as ence at all to the evidence which has ing capital, when we get the Govern fact neither of them can been given here, are we not forced into ment guarantee, that we will pay you he called a dull-witted witness; it is this position? We must first ask our- the same commission that you would most extraordinary fact that neither selves what is the commission payable have been entitled to under the Blakthese gentlemen should have re- to the Trust under the minute passed stad deal; either that, or it means the membered that part of the story when by the Board of the Reid Nfid. Co., thing that Mr. Conroy has told us they were under their first examina- Ltd., when Major MacDonald was in that he had in his mind in the early St. John's, and to answer that ques- part of the summer after Blakstad left, tion we must go back to the minute of and after the Blakstad deal fell August 14th, 1920, and that minute of through, that if we can get the Arm-August 14th deals with the proposed strongs to take up the Blakstad deal MR. EMERSON-Because I did not sale to Blakstad, on the terms con- and carry it out, you will get the comtained in the cables that had passed, mission of ten per cent. provided for

Blakstad signed on the 5th April, time when this letter was written on relevant by your cross-examination 1921, and assented to by the parties November 15th, 1921, were still interdoes contain the terms of sale to ested in this propisition only as con-MR. HOWLEY-I submit that it Blackstad which the ten per cent. tractors; there is no question that any must be a most extraordinary matter commission covers or applies to. Then suggestion of participation by the that this statement so exact from both what is the effect of this letter? Does Armstrongs financially in the venture of them, should be drawn out and it not sean, can it not only mean was even considered; and if we go brought out on their recall, and after this? "That the commission to which back to Mr. Conroy's explanation of they had heard Mr. Conroy. But, I you would have been entitled under that letter, we find a perfectly clear submit further, that the value of that the agreement executed on the 5th and rational explanation; and that he testimony, however light it might have April, 1921, if that agreement had had already told us that he had hoped been at the time it was given, was gone through, will not be in any way in the early summer, after Blakstad completely demolished when Mr. Con- prejudiced by the fact that we are now had left the country and when Greendealing directly with Armstrongs, in- wood was here in the first week in July that he had hoped that he would be

able to get the Armstrongs to take up Blakstad's agreement; but that hope had no materialized up to this time. or, as a matter of fact, that hope never materialized, but at the time that this letter was written they had commenced the negotiations with the Armetrongs, and these negotiations were negotiations along the lines in which the Armstrongs were interested at the time of the Blakstad agreement, and no further.

HON. MR. JUSTICE KENT-Suppose there had been no breach with Blakstad at all, but they had gone on negotiating afterwards-after the April agreement had failed, and it had ultimately resulted in an agreement exactly the same as that afterwards came to with the Armstrongs, would the Trust in that case have been entitled to commission under the minute of August 14th?

MR. HOWLEY-Yes. HON. MR. JUSTICE KENT-Asand assuming hat it had been made

was made with Armstrongs had been Blakstad?

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"You can drive the new Chrysler Four all day with hardly a sense of fatigue. It is hardly ever necessary to shift gears, except for starting from a dead stop. When shifting is necessary, it is made clean and noiseless by the matched transmission gears and easy clutch action.

Steering on any kind of road and at any speed is but the merest effort. In the Chrysler Four, the steering king pins-which usually have only plain thrust-bearings-are provided with ball thrustbearings, and the entire steering mechanism is designed especially for balloon tires.

"Any attempt of mine to describe the wonderful riding qualities of this car could not possibly do them justice. It is enough to say that a ride in it will amaze and delight you.

"The dynamic symmetry which Chrysler engineers were first to translate into beautiful motor car design in the Chrysler Six, is the basis, of course, for the beauty of the Chrysler Four.

"Height, length, breadth, curve, beading, fender design, even window size, are all calculated and plotted with scientific precision, so that the final result may be beautiful and in good taste. The closed car bodies are built by Fisher.

"The Chrysler organization is just as proud of the Chrysler Four as of the Chrysler Six. It presents this new car as the most modern and soundest expression of the four-cylinder principle in the world, and with the conviction that the Chrysler combination of four-cylinder results will have no equal for years to come."

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HON. MR. JUSTICE KENT—Assuming that the agreement was exactly the same as the one that was ultimately care to with the Armstrongs.

made with Blakstad, and Blakstad MR. HOWLEY—For two reasons, raising of money or any effort by the First of all let me draw your Lord-Armstrongs to raise the money that would have been entitled to a ship's attention to the position, alcommission; and if the Armstrongs though I do not admit it, I contend and the statement made in the openwith Blakstad instead of with ArmBlakstad would have been, why are Armstrongs was not the deal or did Armstrongs had nothing to do with not the Trust entitled to the commis- not resemble the deal that was con- the finding of money that provided the HON. MR. JUSTICE KENT_Then sion under the Armstrongs, as they templated with Blakstad, because the contract price. One of the things that you say that if the agreement that would have been, as you say, under deal that was carried out with the Blakstad had to do, and the main Armstrongs in no way involved the thing that he had to do, and the thing

although a breach had occurred, we would have negotiated and finished a deal with a man whom the Trust had introduced as a purchaser. I submit that it is a question of fact, the Trust had introduced Blakstad as a purchaser, and no matter No matter how difficult your case may what happened afterwards, when we be we guarantee to fit your mouth. concluded a deal with Blakstad as a Painless Extraction purchaser, the Trust would be entit- Full Upper or Lower Sets \$12.00 led to their commission. HON. MR. JUSTICE KENT-But does not this letter put the Armstrongs in the position that Blakstad was in under the original minute? MR. HOWLEY-No, I submit not. submit that this letter could only put the Armstrongs in the position that Blakstad was in under the original

one made with Armstrongs that pos-

ition would still be different, because

minute, if the results had been that Armstrongs took up the Blakstad agreement or something very similar to it, so similar that it could not be distinguished from it, and carried it out. And my point is that the first and outstanding obligation under the july15,61 Blakstad arrangement, the obligation upon which the whole thing hinged, and the obligation without the parformance of which nothing would have happened was the obtaining of finances, the obtaining first of all of the Government guarantee, and consequent upon the obtaining of that, the flotation of an issue to obtain the money to pay for the contract. I submit that that is the key note to the whole Blakstad agreement, and that is what Blakstad had to do first, before anything could have materialized That is not what Armstrong had to do, and, as a matter of fact, is not what Armstrong did do. The Court adjourned until Thurs-

day, July 9th.

Say, where did you get that pair of Sport Rubbers — at SMALLWOOD'S.—july11.tt

without which the whole thing was The Maritime impossible of contemplation, was the finding of the money to finance the Dental Parlors. contract. That was the first and primary thing to be done, and unless that could be done, the scheme could never be developed, and to returns to Reid, either in the nature of shares or any future profits from operation, was contemplated until the money to provide for the development was first obtained; and that was a thing that Blakstad had to do under his contract, and this was a thing that the Armtsrongs did not have to do, and did not do. That, I submit, creates a distinct difference between the Armstrong arrangement and the Blakstad arrangement, but I also submit that even if we had made an arrangement | with Blakstad exactly similar to the

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