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The Enquiry Conducted by T. Hollis Walker, K.C.

JANUARY 14 (Continued). Q—Your law office was continued? A—It was.

Q—And Miss Miller continued to reside in the functions of accountant at her office? A—Yes.

Q—Prior to your embarking for England had you discussed with Miss Miller the financial affairs of your office? A—No, I had no general discussion with her.

Q—Did you have any discussion with her at all? A—Yes, shortly before I left. It was a week or two before I left England. I saw Miss Miller at Prime Minister's office and had conversation with her about business.

Q—What did you tell her? A—I told her that the accounts had probably been getting along satisfactorily and that I would leave signed notes for the Bank of Nova Scotia in the event of any accommodation being required and for approval of any accounts outstanding.

Q—ER WARREN—Just one minute, would like to get that. A—I told her I would leave with signed renewal notes in connection with any bank transactions which was necessary for her to hand to the Bank of Nova Scotia. I was there at that time a very short time.

Q—COMMISSIONER—For \$20,000.00? A—No, \$14,000.00. Q—COMMISSIONER—She said there was a \$14,000.00 one and a \$6,000.00 one.

Q—Yes, there were two notes outstanding. The Daily Star and the Daily Organization one. Both of which I was responsible for as endorsing.

Q—And you left her signed notes? A—Yes and I have a recollection I wrote her a letter at the time. I signed, I don't remember if it was a promisor or endorser.

them. You left them home for large sums of money? A—The notes were left in blank not for any specific money.

Q—Anybody who got hold of them could make them out for anything they wanted? And do you mean to say that you have not made any enquiries as to what has become of them. Even up to to-day you have never enquired what has become of them?

Q—A—I have left the notes but I have never enquired what has become of them. COMMISSIONER—Mr. Howley, this is a matter which I certainly expected you would have been instructed upon and Mrs. Harcourt would have been explained on.

Q—WITNESS—The pressure of the last few days, looking into books and accounts has been considerable. COMMISSIONER—You remembered you had left these notes but you did not ask her about them? You heard her give her account of the instructions you gave?

Q—A—I heard a considerable portion. Q—You heard about her having to go to her brother and then to Mr. Meaney and even then you did not instruct Mr. Howley that the real case you were going to bring was that you left her with notes for renewal?

Q—A—I made no such application to Mr. Howley. Q—You are a lawyer? A—Yes. Q—You have practiced at the bar?

Q—A—Yes. Q—Don't you expect that your opponent will go into the case with your witness and cross-examine? A—Yes.

Q—You won't be surprised that I am surprised that your case wouldn't be put to Miss Miller? A—I have spent all the time that is available in professional conferences in examining books and records and going into details.

Q—COMMISSIONER—That is the time outside the hearing. I am speaking now of a thing which did not need a single book. You only had to look out and to say that you did not ask her to borrow money but to say you gave her notes to renew these obligations; not to let them materialize. That is your case now, isn't it?

then to Mr. Meaney. Mr. Meaney has nothing to do with the second paragraph and has everything to do with the first. Part of your instructions to her were to go to Mr. Meaney. I still say that I am surprised you never told Mr. Howley that she never had any instructions to go to Mr. Meaney. You did not tell Mr. Howley that and consequently the cross-examination did not take place.

MR. HOWLEY—Did you have any conversation with Miss Miller prior to your departure, with regard to obtaining cash advances in any direction? A—None whatever.

Q—With regard to the two notes; if any other demands came you did not explain how she was to meet them? A—No. I made no suggestion to her how she was to meet them. I left blank renewal notes.

Q—For others than these two? A—I left a number of blank notes on which I felt sure she would be able to receive amounts she required. I wrote her a letter to the effect.

Q—With those notes you left a note? A—I left a letter under date August 3rd, 1920. (Produces letter).

MR. WARREN—Where is the original? COMMISSIONER—That is a letter addressed to her. It ought to have been in her custody and should possibly be in her possession now. Where did you leave it; in the office where she was likely to go; or was it posted?

Q—A—It would be sent to her by my Secretary. COMMISSIONER—You know what I am doing. Please don't bury me like that, and try to get the contents of that letter out. If the document is in existence you must not read the copy until the original has been accounted for. You agree with me?

Q—Yes sir. Q—That is the law? A—Yes. Q—If that letter was written I am asking you where was it placed so that Miss Miller would receive it? A—I don't know.

Q—Can you prove that she received it? A—No, I cannot. Q—Until that is proved no copy can be produced. Has Miss Miller her original? A—I shall ask her.

MR. HOWLEY—Well then Sir Richard, you returned on the 6th Dec? A—About that date. Q—Did you have any conversation with Miss Miller shortly after your return? A—Shortly after I returned, I visited my office and Miss Miller remarked that she had got accommodation from Mr. Meaney while I was away.

Q—To the extent of? A—\$4,000.00. Q—What happened when she told you that? A—I expressed surprise and resentment that accommodation should have been received from Mr. Meaney. Promptly I got the \$4,000.00, gave her the money, and told her to take it to Mr. Meaney with despatch.

Q—Did she tell you anything more about this \$4,000.00 accommodation. How she got it. Anything beyond the fact that she had got it? A—No, I have no recollection of how she had got it. (She merely said she had got it.)

Q—Could you give us the date on which you gave her the money? A—My recollection was that it came back. COMMISSIONER—Do you know in what form? A—A bank note.

Q—Do you know where you got it from. It might help us to find out the date? A—No, I do not know. The money was given her a few hours after I heard it had been a transaction with Mr. Meaney. That is my recollection.

have some political appointment on. Q—So as far as the business of the law office is concerned, you gave it no attention whatever. A—I could not do both jobs, Prime Minister, Colonial Secretary and with departments vacant.

Q—What led to your cancelling Miss Miller's power of attorney? A—In March Mr. Curtis was not satisfied with the office management. Mr. Champ, a law student, was not satisfied with office management; the janitor of the building had made complaints to me in connection with office affairs, while I was away. I had a conversation or two with Mr. Simons, of the Bank of Nova Scotia concerning office matters and then an occasion arose in connection with a note. I found that a note had been given, R. A. Squires per J. G. Miller, to the Anglo-Developing Company.

COMMISSIONER—The reason was that you were not satisfied with Miss Miller? A—Yes.

MR. HOWLEY—During the interview between the date of your return home and the date of her cancellation of her power of attorney did you receive any money from Miss Miller? A—None to my knowledge.

Q—Did you receive any monies from Miss Miller? A—Not to my knowledge. Q—Do you swear that during the period from December 1920 to March, 1921 Miss Miller gave you no monies? A—Miss Miller gave me no monies whatever during that period.

Q—Do you know whether Miss Miller during that period obtained money from any outside source for monies that she used in connection with your business in any way? A—I had no knowledge at the time.

Q—Certain cheques have been put in here. Will you just look at these? These are a series of cheques signed R. A. Squires per J. G. Miller between December 11th, 1920 and March, 1921. COMMISSIONER—December 11th, January 14th, two of that date, January 28th, and 19th, March. Five cheques.

MR. HOWLEY—Do you know anything about these? WITNESS—I know nothing of them whatever. Q—Did you know that they had been drawn by Miss Miller? A—Yes.

Q—Did you know that they had been cashed on any of them? A—No, I did not see the cheques until they were produced at the hearing here the other day. Q—Do you deny that any of the monies obtained from the Controller's Department or from J. T. Meaney under these cheques was by you or on your account by Miss Miller? A—I deny that I received personally any monies on these cheques but as to whether she used any portion of them through my office I have no knowledge.

COMMISSIONER (Repeating)—But he can say, and does say that she did not hand any of it to you personally. MR. HOWLEY—And I think you were absent from the colony on two occasions during the year 1921. A—I was absent for a considerable period of 1921.

COMMISSIONER—Can you give us the exact dates? A—I left on or about the 21st August, 1921, returning on or about October 3rd. I left again on December 20th, on or about that date, returning about June 22nd, 1922.

MR. HOWLEY—And in 1922 did you not leave? COMMISSIONER (Interrupting)—Where you away in 1922? WITNESS—In 1922 I left about June 23rd for Grand Falls, and thence went away, returning about December 14th.

MR. HOWLEY—Between the date of the cancellation of Miss Miller's power of attorney and the date of your departure for the United States I think it was in August, did you receive monies from Miss Miller from time to time? COMMISSIONER (Interrupting)—That is, between 19th March and the 21st August did you receive money from Miss Miller? WITNESS—I am not sure whether I did or not.

MR. HOWLEY—Do you know it, during that period, Miss Miller received any money from outside sources for any purposes, that is for her personal purposes or for office purposes? A—I have no knowledge of her receipt of any money from outside purposes during that period, though she may have done so.

Q—If the money represented by these I.O.U.'s extending from March 19th to August 21st, had been received by her from Mr. Meaney, as you have heard her say, what have you to say to her statement that that money was used partly for office expenses, and some of it went to you personally? A—As to what she did in connection with my office I have no knowledge whatever, and so far as I am concerned, personally Miss Miller did on one or two occasions during 1921 or 1922 provide me with campaign funds probably to the amount of about two thousand dollars. I am not absolutely sure.

COMMISSIONER—She would on one or two occasions provide some. Do you mean that she would pay \$2000.00 on each occasion? A—I mean that \$2000.00 would be the total.

MR. HOWLEY—On these occasions when she supplied you with these funds, did you know where they came from? A—I had no idea.

Q—Did you ask? A—I did not. But I had no shadow of a thought that they came from Meaney.

Q—You have heard the statement of Miss Miller and of Mr. Meaney with regard to the monies obtained by I.O.U.'s after the date of your departure for the United States in 1921. Do you know if you received any of these monies, or if any of them were used on your account? A—Not to my knowledge.

Q—Then your answer is, if I take it right, that so far as these monies were concerned, the monies represented by these cheques and I.O.U.'s, they may or may not have been used for your professional or personal purposes, but that you had no knowledge that they had come from the Department of the Controller? A—From the evidence I would conclude that my office probably got the benefit of financial transactions conducted by Miss Miller. But, up to this enquiry I had no evidence whatever, but the idea of my getting money by way of accommodation or loan from Mr. Meaney was entirely beyond any possible shadow of thought in my mind.

Q—You had a personal account in the Canadian Bank of Commerce? A—I did. It was not a personal account. It was in the name of R. A. Squires, in which I handled matters political.

Q—In the month of July, 1922, I think there was a deposit to the credit of that account of \$500.00? A—There was.

Q—Were you in the country at the time? A—No. My recollection is that I left about June 23rd.

Q—Do you know where the money came from that made that deposit? A—I had no knowledge up to the time the deposit receipt was produced here before this tribunal.

Q—Have you now? A—Well, there is that duplicate deposit slip which indicates that that \$500.00 was deposited by Miss Miller. Q—That is correct, that such an amount was deposited to your credit? A—Such an amount was deposited on that date.

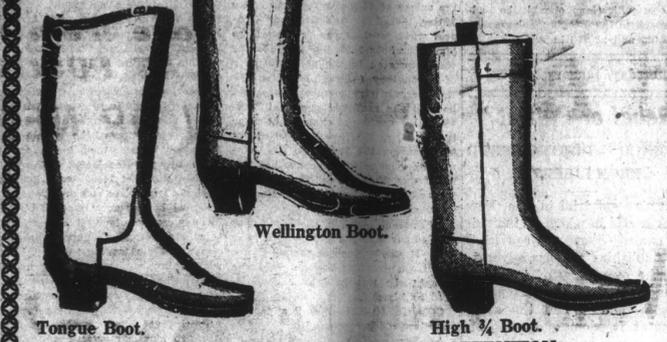
Q—Were there any other amounts deposited to your credit by Miss Miller? A—Yes. There was a deposit of \$2,000.00 put to my credit by Miss Miller. Q—When? A—I do not remember the date now.

COMMISSIONER—Would that be on the 6th of December. There was according to her a sum of \$5,000.00 obtained from Meaney on the 6th Dec.

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1921. WITNESS—I went this far. I visited the Canadian Bank of Commerce to ascertain all the deposits, and found the original deposit slip for \$3,000.00. I think it was in December, 1921.

COMMISSIONER—According to her evidence she had obtained \$3,000.00 from Meaney on that date. MR. HOWLEY—There was a deposit of \$3,000.00 in December, and we shall produce the deposit slip that it is recorded on.

Q—What did she tell you about that? A—I know nothing about it. Q—You did not know that it had been put to your credit until now? A—My Bank of Commerce bank book was never checked up by me.

Q—Did you know at the time that it was done? I wish someone would be putting \$3,000.00 to my credit like that. WITNESS—It is most desirable. But I received money deposits from time to time for political purposes which would go to the credit of that account.

COMMISSIONER—I do not follow. WITNESS—I had no knowledge or intimation of that \$3,000.00 until I examined the slips when I found that she had deposited \$3,000.00. COMMISSIONER—Do you say that

1920 she exhausted him by November of that year? Would you know anything about it? A—Yes, I understood after I came back in the Spring of 1921 that there were transactions between herself and J. J. Miller which are the subject matter of enquiry under the second paragraph.

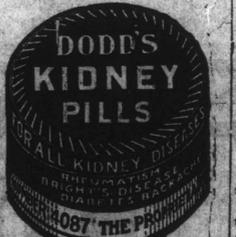
COMMISSIONER—That is another matter. In so far as it has to do with this enquiry, did she tell you when you came back? A—No. She did tell me in the Spring of 1921 that her brother and she had arranged certain finances for the Daily Star during my absence.

Q—Have you looked up the accounts to see what did come from that brother? A—My recollection is that a cheque for \$46,000.00 was given by the Daily Star to Miller covering the amounts which Miller said he had advanced.

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