

## MISS STICK

## Bargain Millinery Sale

Velvet, Beaver and Velour Hats,  
\$5.00 each.A Small Assortment Coats and  
Suits Half Price.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

attend the functions of accountant

at the law office?

A.—Yes.

Q.—I think in the summer of 1920

you proceeded to Europe?

A.—I left by the Doby. I think

it was the 3rd of August.

COMMISSIONER—That is a date

want.

A.—My recollection is that it was

the 3rd of August, 1920.

MR. HOWLEY—Do you remember

the date on which you returned?

A.—I think it was the 6th of De-

cember, 1920.

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 discus-

sion 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

a conversation with her about

business.

Q.—What did you tell her?

A.—I told her that the accounts

probably were 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

renewal of any accounts outstand-

ing.

MR. WARREN—Just one minute,

would like to get that.

A.—I told her I would leave with

signed renewal notes, in con-

nection with any bank transac-

tions which were necessary for her to

bank at Nova Scotia. I

told her that at that time a very

large note outstanding with the

Star.

COMMISSIONER—For \$20,000.00?

A.—No, \$14,000.00.

COMMISSIONER—She said there

was a \$14,000.00 note and a \$6,000.00

note.

A.—Yes, there were two notes out-

standing. The Daily Star and the

Daily Organization one. Both of

them I was responsible for as en-

dorsers.

Q.—And you left her signed notes?

A.—Yes, and I have a recollection

I wrote her a letter at the time.

Q.—I signed, I don't remem-

ber if it was a promise or endorsement.

A.—Do you know what has become

of it?

A.—I don't know.

Q.—Did you ever make any en-

dorsement?

A.—None whatever.

COMMISSIONER—I should think

that if she wanted money, she would

have asked what she had done with

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 en-

quiries as to what has become of

them. Even up to to-day you have

never enquired what has become of

them?

A.—I have left the notes but I

have never enquired what has be-

come of them.

COMMISSIONER—Mr. Howley,

this is a matter which I certainly

expected you would have been in-

structed upon and Mrs. Harcourt

would have been examined on.

WITNESS—The pressure of the

last few days, looking into books

and accounts has been considerable.

COMMISSIONER—You remember

you had left these notes but you

did not ask her about them? You

heard her give her account of the

instructions you gave?

A.—I heard a considerable portion.

Q.—You heard about her having to

go to her brother and then to Mr.

Meany 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 re-

newal?

A.—I made no such application to

Mr. Howley.

Q.—You are a lawyer?

A.—Yes.

Q.—You have practiced at the

bar?

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 confer-

ences in examining books and re-

cords and going into details.

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 obli-

gations; not to let them materialize.

That is your case now, isn't it?

A.—That is my answer to Mr.

Howley's question.

Q.—And I ask you why you did not

tell him to do that at the time Miss

Miller was in the box?

A.—We are dealing with a situa-

tion now which involves only the

second paragraph.

COMMISSIONER—I beg your

pardon. It is the first paragraph I am

dealing with. Miss Miller's evidence

was that if she wanted money, she

would have asked what she had done with

them to Mr. Meany. Mr. Meany

has nothing to do with the second

paragraph and has everything to do

with the first. Part of your instruc-

tions to her were to go to Mr. Mean-

ey. I still say that I am surprised

you never told Mr. Howley that she

never had any instructions to go to

Mr. Meany. 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 di-

rection?

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 those two notes?

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 Aug-

ust 3rd, 1920. (Produces letter).

MR. WARREN—Where is the or-

iginal?

COMMISSIONER—That is a letter

addressed to her. It ought to have

been in her custody and should pos-

sibly be in her possession now.

Where did you leave it. In the office

where she was likely to go; or was

it posted?

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 ac-

counted for. You agree with me?

A.—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 or-

iginal?

A.—I shall ask her.

MR. HOWLEY—Well then Sir Rich-

ard, 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 vis-

ited my office and Miss Miller remark-

ed that she had got accommodation

from Mr. Meany 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 re-

sented that accommodation should have

been received from Mr. Meany.

Promptly I got the \$4,000.00, gave her

the money, and told her to take it to

Mr. Meany 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

must have been very shortly after I

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. Meany. That is my recollection.

Q.—Did she bring any receipt from

Mr. Meany for the money?

A.—None.

MR. HOWLEY—In the time that el-

apsed between your return from Dec.

1920 up to the time of your revo-

cation of her power of attorney did

you visit her law offices at all?

A.—Very rarely.

COMMISSIONER—Up to March?

A.—Yes.

MR. HOWLEY—When you did visit

them did you spend any time there?

A.—No time whatever in attending

to the business of the office. I might

have some political appointment on.

Q.—So as far as the business of the

law offices is concerned, you gave it

no attention whatever.

A.—I could not do both jobs, Prime

Minister, Colonial Secretary and with

departments' request.

A.—What led to your cancelling

Miss Miller's power of attorney?

A.—In March Mr. Curtis was not sat-

isfied with the office management. Mr.

Chambers, a law student, was not sat-

isfied with office management; the

janitor of the building had made com-

plaints to me in connection with of-

fice affairs, while I was away. I had

a conversation or two with Mr. Sim-

mons, of the Bank of Nova Scotia con-

cerning office matters and then an oc-

casion 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 inter-

view between the date of your return

home and the date of her cancellation

of her power of attorney did you re-

ceive 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, Jan-