

AT THE MAJESTIC TO-DAY

"OPEN ALL NIGHT"

A Story of a cultured woman's search for adventure with a great cast of stars.
 ONE OF PARAMOUNT'S FAMOUS PARIS FEATURES SPECIAL
 2 CHRISTIE COMEDIES



Sunlight is Highest Quality

Next time you see a woman buying soap take care to note which soap she is buying.

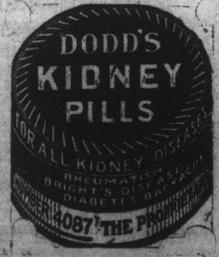
Women who use SUNLIGHT SOAP make good wives

They know that clothing costs more than soap, and that inferior soap will damage clothing, therefore they buy Sunlight Soap, which, being entirely pure soap, is most economical for washing clothes, scrubbing floors and for other household purposes. They know that a bar of Sunlight Soap is better than two bars of inferior stuff, which may be only half soap.

They know the best is always cheapest.



Aug 11, 1925, the



that was paid to the Trust, has been charged up to the Products Corporation. I make that statement without any limits whatever, with the exception of one or two items that were paid to Thomson for Railway Services, that is, the \$25,000 and his directors' fees. I think that is a correct statement and on the authority of the case of Groble, Sellers and Gosling Trustees of the insolvent estate of Manuel vs. Job Bros. & Co., tried here in 1923 and the judgment of the Chief Justice in that case I say that the Reid Co. should not claim for a second payment of these amounts. My learned friend himself was engaged in the case with me and I think he will agree with me that that is the basis on which the judgment was founded. That case has not yet been reported in the printed reports but the judgment is on file in the Registry.

MR. HOWLEY—We are not claiming to be paid these amounts; we are claiming to get them off.

MR. EMERSON—A set off is the same as payment.

KENT, J.—There is really no distinction between them. You get the benefit in any case.

MR. EMERSON—On the Humber I would like to make reference to one case of Green vs. Bartlett, 14 Common Bench, New Series at Page 681. I would like your Lordship to give consideration to that case. It is of value on the substantial performance of the work that we were employed to perform.

I do not think that there is anything more that I need deal with. I have endeavored to be as short as possible and I thank your Lordship for the patience which you have displayed in all that I have had to say.

RICHARD HUDNUT THREE FLOWERS TALCUM

Your skin and the three flowers talcum powder are the most delicate and most effective.

Lamb chops and potatoes make a delicious mid-summer grill.

DULEY'S WEDDING PRESENTS and PRESENTATION GIFTS.

We have now on exhibition a fine selection of Gifts in China, Silver and Cut Glass. Every piece is of the best material at a reasonable price and in the newest designs:

Crusts, Marmalade Jars, Salad Bowls, Fruit Bowls, Sugar Dishes, Butter Dishes, Cake Stands, 2 Tier and 3 Tier; Salvers, Tea Sets, Entree Dishes, etc.

We invite you to call or write for particulars.

T. J. DULEY & CO., LIMITED.
 The Reliable Jewellers & Opticians,
 St. John's, Nfld.
 "GIFTS THAT LAST."

Supreme Court

(Continued from 8th page.)

That is the only one which would have reference to the Trust. The 400 pounds a month is really an advance to the three directors on their personal commission and the Reid Company will get credit for that when the settling of personal commission notes arises.

I think the chief argument against the defendants' contention is that there is no evidence whatever that these payments were to be looked upon as being a part of the quantum that they were ever so considered by the Reids when the arrangement was made, or by the Trust or its officers.

Now, my Lord, the next matter to which I would call attention is our claim for certain disbursements, and these have been classified under three or four heads, which will make them very simple of being dealt with.

The first is for cables, and I ask your Lordship to take into consideration whether we have discharged the onus of proof in regard to the 200 pounds which we claim on this account; and here again, I think I should call attention to my learned friend's suggestion that if there were 800 pounds worth of cables in twenty volumes in the Trust office, they have not been disclosed. That is incorrect. Everything has been disclosed that was at all relevant to the case, and my learned friend, Mr. Howley, was invited by Mr. Hughes, the secretary of the Plaintiff Company, in his evidence to inspect the cable book of the Trust office and those books were there for his inspection if he had any doubt as to whether he had disclosed all the cables. Mr. Hughes says that he had gone through the books with a view to making an estimate. He has not counted each cable, but he has taken generally, and

to the best of his knowledge and belief, and without wishing to go to any detailed calculation, the cables that he thought were relevant, and it is his opinion that 200 pounds is a conservative estimate of the amount spent on cables on behalf of the Reid Company business.

Now, the agent is not bound to carry on an extensive cable correspondence with his principal, and any disbursement of that kind, I submit, he is entitled to recover; and if you will look at the correspondence which has been included in the volume, I submit, it is clear that most of the cables that passed were due to the fact that we could not get proper instructions or proper data, or reports from the Reid Company, and that at least half the cables would never have passed if we had had this information in our possession.

Then there are two sums of 375 pounds for expenses of Major MacDonald and Mr. Greenwood in coming to Newfoundland. It all comes down to the same question in regard to both these trips. Were the trips reasonable in the interests of the Reid Company—the Reid business? Was the expenditure justified in the interests of the Reids? An agent is entitled to make a reasonable disbursement for necessary services on behalf of his principal, and this is particularly so where, as in this case, we were doing nothing else but Reid business at his request and with his knowledge. The first trip was a trip of Major MacDonald to Newfoundland in August 1920. Major MacDonald's trip was spoken of when Mr. H. G. Reid was over in London in June, and when he came out here in July he thought that it would be a great thing for Major MacDonald to come out to Newfoundland and get to know local conditions and study out the situation on the spot; to get to know the Reid business in a general way and to get to know its personnel; and that was the object of his visit. After all, if the visit had the full approval of the vice-president of the Reid Company, it does not lie in the mouth of the Reid Co., to say that it was not in the interests of the Reid Co.

Then Greenwood's trip was a trip out here with Blakstad and H. D. Reid, with H. D. Reid's approval. He knew that Greenwood was coming—he knew that he was coming about the Blakstad agreements, and he apparently thought that it was necessary for him to come, so that in his inception the trip was with the full knowledge and approval of the President of the Reid Co. in the interests of the Reid Company's business. It is not my intention to go over the ground covered by my learned friend, Mr. Howley as to what Greenwood did while he was here. I think I have shown that in so far as there is any evidence of hostility, it all points to the fact that if he was hostile, he was made hostile by the previous hostility of the Reid Company. So that that trip is a trip which would be also paid for.

Now there seems to be some error in connection with the solicitors' bill, and I do not know how it occurred. Frankly, I think it is an error on the part of Mr. Hughes who has included one bill and not another, because I passed upon these accounts myself in London. However, it is quite clear that we cannot claim for the £295 which was chiefly concerned with advising the Trust as to its position under the various commission agreements, when the trouble arose first.

The rest of the bills are, I submit, thoroughly applicable to the Reids. An agent is now bound to incur and pay for solicitors' accounts on behalf of his principal. The account for the Gaider for £135 is obviously an expenditure for which the Reid Company is responsible. It might very easily be that owing to complications of this and so forth the solicitors' bill might be more than the agent's commission, so that it is absurd to say that the agent should pay the solicitors' bill.

My learned friend object to a small bill for £25 in connection with the slate quarry, and your Lordship has pointed out that we have no evidence that these services were rendered by Messrs. Parker and Hammond. I am compelled to agree with that. We certainly did have these services performed for the Reids, but if my learned friend insists upon having strict proof, I am afraid that I cannot insist upon the bill.

Now, there is the claim by the Reid Company that they are entitled to have these sums amounting to \$46,000.00 paid to the Trust and the Trust Directors credited to the Reid account, as it were, in the settling of the commission or the quantum. The first one that I would draw attention to is the \$2,000.00 paid to Thomson for his expenses when he came over to England from British Columbia in March, 1921. Now, it is obvious from the contention put forward by my learned friend that he was sent for as a director of the Reid Newfoundland Co., by its president, to go over to London. However, it is quite immaterial whether he went over there as a director of the Reid Newfoundland Company or not. He was sent for by Reid; he was called for by Reid on several occasions. He cannot be expected to pay that himself. He was out in British Columbia on his own personal work. It was not Trust work. Reid knew he was going there, and Reid personally sent for him. There is no evidence that the

Trust required him in London at this time. He was not drawing any director's fees from the Trust, he was not taking an active part in the Reid's management in London. He was a director of the Trust but certainly the Trust was not going to pay \$2,000.00 unless they required his presence in London. Mr. H. D. Reid almost demanded his coming to London; and this \$2,000.00 was obtained by Mr. Thomson in Montreal to cover his expenses for that trip.

Now, I have already dealt with the £250 a month and the £400 a month. Those were both payments to MacDonald and Greenwood personally, and have nothing to do with the Trust. In regard to the £400 a month, the Reids are entitled to credit for that when it comes to settling in the personal commission note. The Trust has no interest in it whatever. The £215 a quarter is the only payment that has been made to the Trust, qua Trust, and that is a payment towards rent and salaries of the Trust. It was not paid as part of the arrangement under which the lease was taken. The agreement was not made upon the terms as the lease was made. There is no evidence of that at all. It was an absolute, unequivocal and unconditional agreement to pay for and indemnify the period £215 a quarter towards the rent and salaries of the Trust now in office; and as I say, there is no inference to its being on the terms of the lease, or for the shorter period which it is now alleged could have been created by terminating the lease and paying the fine.

But even assuming for the purpose of argument that this is the case there has been no notice given of this intention to terminate in connection with their contract to pay this £215; and they kept on making the payment until March, 1924. It is true that we had to sue them, but when we sued them they paid, and they paid right up to March 1924. Might I point out that my learned friend has been rather ingenious in the manner in which he made up this account, is that in the account paid to Russell and Arnolds when we sued under this agreement there is included about £20 costs, and my learned friend wants to take credit for having paid those.

I am instructed, my Lord that we did not actually sue, we threatened to sue through our solicitors, and the money was paid and they claim the solicitors costs about £20.

MR. HOWLEY—I think my learned friend is in error there, because in going through these accounts, my learned friend will remember that there were two or three small accounts that were specially payments on account of costs that we did not include, and one is Russell and Arnolds.

MR. EMERSON—But those were two specific payments in connection with a suit on the £400 agreements. There were proceedings in that case. There was a writ served in the matter. But in this other claim, where the writ was threatened the rent and the solicitors costs were paid through Russell and Arnolds, and you will find the costs there.

Now, as I say, the agreement is not conditional upon the lease at all. In fact, Mr. Conroy admits none of the Reids Company had any knowledge of the terms of the lease when the agreement was made. Then it was not referable to the lease; and no notice was given which would terminate it.

Even if the agreement was conditional upon the terms of the lease being complied with, and even if we had notice (all of which we deny) it still has to be borne in mind that the Reid Company paid beyond the period of termination of the lease under the notice, because the right to terminate the lease expired in December 1923, and they paid in March 1924, so that whatever notice was given has been waived by the payment of amounts under the agreement subsequent to the expiry of the notice.

MR. HOWLEY—The position is that the Reid Company paid to the end of the Term which they understood was the short term of the lease.

HON. MR. JUSTICE KENT—The Conroy evidence is that they paid rent afterwards.

MR. EMERSON—There is no question about the fact that because Mr. Hughes has proved it. So that in regard to the claim for rent, whatever notice has been given has been waived, and I submit that no proper notice had been given, and that in any event, there were not entitled to give any notice. In that event we claim for one year's rent, from March 1924 to 1925.

KENT, J.—Is that claimed?

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly

New Potatoes, Small Green Cabbage, etc

Ex. S.S. SILVIA:
CANADIAN GREEN CABBAGE.
NEW LONG ISLAND POTATOES.
NEW GRAVENSTEIN APPLES, Boxes.
FRESH TOMATOES.
CALIFORNIA GRAPE FRUIT.
NEW YORK CARROTS.
SPANISH ONIONS.
RED TABLE PLUMS.
CALIFORNIA LEMONS.
FRESH PASTEURIZED BUTTER
 Slabs and Bulk.

C. P. EAGAN
 PHONE NOS.—
 123 & 423 Duckworth St. 402 Queen's Road.

SORE THROAT
 Gargle with warm salt water—then apply over throat—
VICKS VAPORUB
 Over 17 Million Jars Sold Yearly