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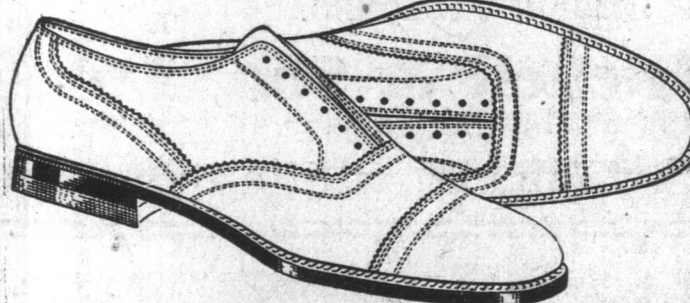
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### Newfoundland Firm

#### TAKES ACTION IN BARBADOS AGAINST AGENT.

Monroe Export Co. v. C. H. Kinch.

The further hearing of the above action was continued yesterday before his Honor Sir William Chandler Kt., Acting Vice-Chancellor, when the following additional evidence was taken.

Mr. C. H. Kinch, continuing his evidence in chief, said that the Kinch Molasses Co., of which he was the Managing Director, was incorporated in 1917, but business was not started until 1918 or 1919. That corporation had since been wound up. He and W. S. Barnes were the only shareholders. Barnes used to get one-third of the profits. He (Kinch) purchased molasses in his name and transferred it to the company. The molasses sold to the plaintiff company was sold by the Kinch Molasses Company, but the invoices were made out and signed by him. Sometimes he would draw on the plaintiffs for a shipment of molasses, but when he owed them for fish they would tell him to apply the money due them against the molasses. He used to finance the molasses company entirely while the other shareholder put in his labour. Whenever he was making up invoices for molasses, he had to get the quantities shipped from the stanchion. He never saw the memorandum book which Macaulay produced in Court. It was within his knowledge that the delivery book for molasses was kept at the stanchion. The quantities were either given to him over the telephone or memorandum slips would be sent to him at the Head Office in Palmetto Street. Macaulay's Memo book showed that the 251 puncheons shipped by the Czarina were entered by him as 10, 180, and 61 respectively. On the other hand the numbers on the invoice made out by him were 200 and 51 puncheons. The quantity in the 200 puncheons as shown by the Invoice was put down as 21,415 gals. at 93 cents per gallon, and the quantity in the 51 puncheons as shown by the Invoice was 5,472 gals. at 95 cents per gallon. Macaulay's book showed none of these figures. The same Invoice contained the following entries with regard to choice molasses shipped: 150 puncheons containing 16,199 gals. at 83 cents per gal.; 85 puncheons, 3,778 gals., at 93 cents a gallon. The Delivery Book showed 185 puncheons containing 19,777 gals. of choice molasses. This Delivery Book was never to him. It was kept at the stanchion all the time and produced to the auditor at the end of the year.

Cross-examined by Mr. Walcott the defendant said that he would not admit that he was the agent of the Monroe Export Co., Ltd. for the purchase of molasses in 1919.

In answer to his Honor, Mr. Walcott said that all the invoices for molasses so far as he had seen were made out in the name of Monroe & Co. and not Monroe Export Co., Ltd. This reply Mr. Kinch admitted was correct and went on to say that he dealt with Monroe & Co. in molasses and not Monroe Export Co., Ltd. He had been buying molasses for Monroe & Co. for years prior to 1919. So far as he believed the schooner "Czarina" was the property of Monroe & Co. He would not say that he ever sold Monroe Export Co., Ltd. a gallon of molasses. He saw Mr. Monroe every year he went to Newfoundland from 1921 to 1923. He never interviewed Mr. Monroe as Director of Monroe Export Co., Ltd.

He always interviewed him as W. S. Monroe. He spoke to Mr. Monroe about the 400 gallons of molasses in 1923, not in 1922. It was in 1922 he told Mr. Monroe that if there were anything wrong about the 400 gallons he would pay for it. When he offered to pay, he was not thinking of Mr. Monroe as Director of the Company. He was dealing with Mr. Monroe himself. In the course of a conversation with Mr. Monroe in May, 1914 he (Kinch) again brought up this question of the 400 gallons of molasses.

His Honor: I understand from Mr. Kinch's evidence that the offer to pay for the 400 gallons was made in 1924. This is the first time we have heard of previous offers.

Mr. Kinch continuing said that Mr. Monroe showed him the affidavit from Taylor sometime in May, 1924. He had often received orders from Monroe for molasses after the end of 1918. He had received letters from Monroe & Co. up to 1921. The shipment by the schooner "Czarina" was made to Monroe Export Co., Ltd. When asked who paid for the molasses, he said that Monroe & Co. did so.

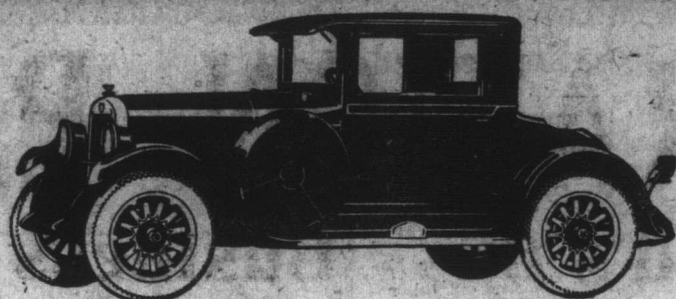
Mr. Walcott: Is this statement in your pleadings, right or wrong? "The defendant was from time to time during the year 1922 agent for the plaintiffs in the Island of Barbados for the purchase on their behalf of sugar and molasses?"

Witness: It is wrong.

Mr. Walcott: It was not then on your instructions that that statement was inserted in your answer?

Mr. Kinch: The Bill of complaint is not particular. The defendant says in his pleadings that he was the agent for these people for molasses all these years. He didn't say that he bought specific shipments.

His Honor: Excuse me, Mr. Kinch, it goes further than that. The pro-



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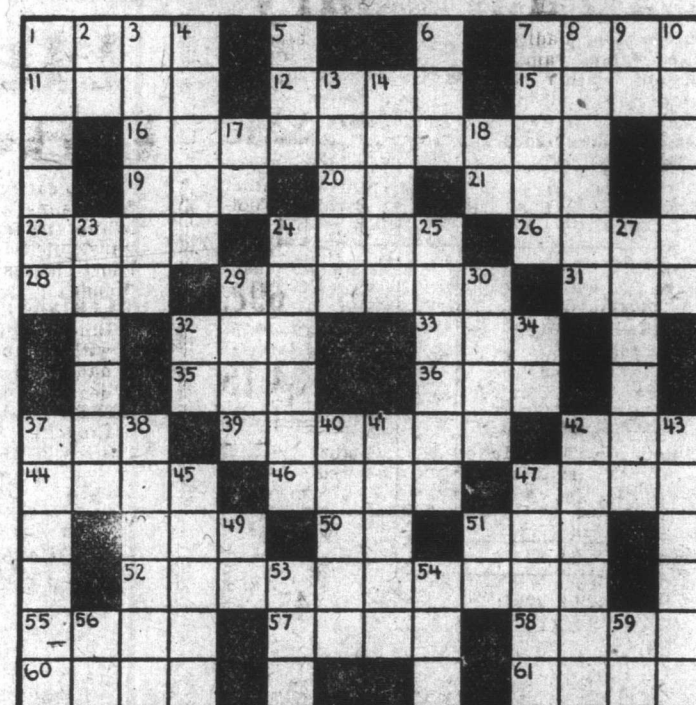


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### CROSS-WORD PUZZLE



SUGGESTIONS FOR SOLVING CROSS-WORD PUZZLES

Start out by filling in the words of which you feel reasonably sure. These will give you a clue to other words crossing them, and they in turn to still others. A letter belongs in each white space, words starting at the numbered squares and running either horizontally or vertically or both.

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <b>HORIZONTAL</b>                   | <b>VERTICAL</b>                    |
| 1—Wise sayings                      | 1—Shoot                            |
| 2—Flat bottom boat                  | 2—Man's shortened name             |
| 3—Recreation                        | 3—Attendant                        |
| 4—Opening                           | 4—Church council                   |
| 5—Sheet of glass                    | 5—Pronoun                          |
| 6—Something new                     | 6—Moist                            |
| 7—Also                              | 7—Wooden cylinder for thread       |
| 8—Upon                              | 8—Frankness                        |
| 9—To be drowsy                      | 9—Proposition                      |
| 10—Utilized                         | 10—Debitate                        |
| 11—To check                         | 11—Egg-shaped                      |
| 12—Mislay                           | 12—Subsequently                    |
| 13—To smear with sticky material    | 13—Negative                        |
| 14—Angel                            | 14—Inside                          |
| 15—Filed                            | 15—Chinese boat                    |
| 16—Period of time                   | 16—Follow, as a spy                |
| 17—Disseminate                      | 17—Bivalve mollusk                 |
| 18—Carrier for brick                | 18—Steps                           |
| 19—Reared                           | 19—Cut off closely                 |
| 20—Used to be                       | 20—Wild hog                        |
| 21—Clay-worker                      | 21—Ejaculation                     |
| 22—Ship's record                    | 22—Weight (abbr.)                  |
| 23—Proceeding within                | 23—Having greatest breadth         |
| 24—Welfare                          | 24—Tightly drawn                   |
| 25—Earthy matter used as fertilizer | 25—Small drum with one stick       |
| 26—In the past                      | 26—Concealed                       |
| 27—Note well (Latin—abbr.)          | 27—Hard, fixed look                |
| 28—Bad                              | 28—Monsters                        |
| 29—Lacking firmness                 | 29—Articles                        |
| 30—Painful                          | 30—Alternative                     |
| 31—Witted                           | 31—Cubic (abbr.)                   |
| 32—Finishes                         | 32—Suffix denoting superlative     |
| 33—Throw into air                   | 33—Money-eater of Sandwich Islands |
| 34—Support                          | 34—Baby's name for parent          |

Solution of yesterday's puzzle.



ection is absolutely justified. The defendant's statement about purchasing molasses for the plaintiffs is general. Mr. Walcott's question is also general. "The defendant was from time to time during the year 1922 agent for the plaintiffs in the Island of Barbados for the purchase on their behalf of sugar and molasses."

Mr. Kinch: He is not responsible for that. I could ask to amend that pleading.

His Honor: What would pleading

be worth, if they could not be cross-examined upon?

Mr. Kinch: I do not want Kinch to be blamed for what he is not to be blamed.

His Honor: I cannot stop the cross-examination.

Mr. Kinch: The fault in this pleading was not Kinch's. I do not want to stop the cross-examination.

His Honor: What you are doing now is an attempt to stop the cross-examination.

Mr. Kinch: I am attempting to show that my learned friend is not examining on particular points.

His Honor: In your motion, Mr. Kinch, that the question be answered or disallowed? Surely Mr. Walcott is entitled to ask it.

Mr. Kinch's objection having been overruled, Mr. Kinch in answer to the question said that he did not give any instructions for the insertion of that paragraph in his pleadings. He did not know how it came to be inserted.

Mr. Walcott went on to labour the point in cross-examination as to whether Mr. Kinch did not know that in 1919 he had been dealing with the Monroe Export Company instead of Monroe Company.

Mr. Kinch said that it was not going on with the cross-examination on this point. His belief was that Mr. Kinch dealt with Monroe Export Co., Ltd., although he used to ship the molasses to Monroe & Co. On the other hand Monroe Export Co., Ltd. accepted Bills from Mr. Kinch in the name of Monroe & Co. without drawing any attention to this mistake. There was carelessness on both sides so far as this point was concerned.

Mr. Kinch went on to say in answer to Mr. Walcott that from 1919 he sold molasses to the plaintiffs as agent for the Kinch Molasses Co. He signed all the invoices "C. H. Kinch." He acted as agent for the purchase of molasses for persons in Newfoundland. To explain, he would say that he made firm sales with the plaintiffs. He would not say there was any agency. The plaintiffs would often give him an open order to purchase molasses. He bought from the Kinch Molasses Co. at the market prices. In fact he went out and bought molasses. The Kinch Molasses Co. never manufactured molasses. As soon as they had a sufficient quantity, he would wire the plaintiff "bought so many puncheons at such and such a price." He received nothing as agent, but the company got the usual profits. He had never directly informed the Monroe Export Co., Ltd., that he was acting on behalf of the Kinch Molasses Co. He never told them that the Kinch Molasses Company had been formed, but they knew of it. In 1922 when he spoke to Mr. Monroe about the 400 gallons of molasses. The plaintiffs might have complained of the prices he was paying for molasses. The figures in connection with the shipment by the "Czarina" as shown by the Delivery Book were the same as those in the Invoice. There was a difference of 400 gallons in his favour and against the plaintiff Co. His explanation of this was that Macaulay must have given these figures to him over the telephone. Macaulay would not send him a slip of memorandum and telephone the figures as well. As far as he recollected Bovey & Skeete only questioned one difference in the shipments. He could not remember whether this invoice for the shipment by the Czarina was made up from figures over the telephone or from a memorandum slip. He did not recollect ever telling Macaulay that it was unbusiness-like to telephone quantities shipped. Taylor has nothing to do with the molasses company's books. It was in March 1922 that Bovey & Skeete saw those memorandum slips. The last meeting of the Kinch Molasses Co. was on the 8th August 1922. He never handed over anything to the liquidators. Mr. Sydney Kinch handed over all particulars. He did not know if these memorandum slips were handed over to the liquidators.

Mr. Monroe was satisfied with the explanation he gave in connection with the 400 gallons of molasses. The amount in dispute was \$351, while the invoice was for \$51,000. In view of Mr. Monroe's statement that he was satisfied, it came to him as a surprise that this action had been filed for accounts to be taken.

With regard to the fish business, he produced two Customs Bond books. One was begun on the 25th March 1912 and ended 9th April 1913, and the other on May 18th 1917 and ended 14th July 1918.

Mr. Walcott asked that the latter book which dealt with the plaintiff's business, be put in.

Mr. Kinch objected to the book being put in if his learned friend's intention was to inspect it. He pointed out that no notice had been served on the defendant to produce his books for inspection. He would allow the book to be put in if his learned friend would confine himself to the particular entry he wanted, as he had no desire to hide anything in this matter.

The latter book having been put in, Mr. Kinch said that there were two of three books which Fucker-in said he had seen in the safe in his office two weeks ago. The book following the 14th July 1913 could not be found.

None of the Counselment States Book which related to the plaintiff's business could be found. He produced a Rough Day Book, otherwise

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called a Charging Book dating from June 1912 to December 1924. He had searched his safe and office very carefully and could find no Day Book in connection with the plaintiff's business.

At this stage 1.30 p.m., the Court was adjourned until 10.30 a.m. to-day. Barbados Advocate, May 19th.

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