

# The Enquiry Conducted By T. Hollis Walker, K.C.

(Continued from page 10.)

Miss Miller for payment at that time. Q—I think you told us that, from the time of the elections in 1919 down to the time you were made Acting Controller you were engaged writing for the "Daily Star"?

A—Yes. Q—And drawing a weekly salary? A—Yes, thirty-five dollars a week. Q—Was that weekly salary paid always to you by Sir Richard Squires?

A—He assumed responsibility to pay it; but I was not paid in full always. Q—Now the first payment, according to this account, was paid to you on February 7th, 1920, some three months after the election?

A—Yes. Q—Who had paid you prior to that? A—My recollection is that no payment was made to me by anybody for work that I did on the "Daily Star," except by Sir Richard Squires; but I am not binding myself down to that statement. If I received any money from anybody else for work that I did on the "Daily Star," I do not remember it.

Q—Now were you paid by cash or by cheque? A—I am pretty sure Sir Richard paid me in cash on the basis of thirty-five dollars a week. Q—Apparently, then the first payment that Sir Richard Squires paid you was on February 7th, 1920?

COMMISSIONER—That is the first one on those sheets. MR. HOWLEY—Tell me, then, did you at any time receive any payments from the "Daily Star" office?

A—Yes, for special services; but this was a signed contract. Q—Then you had a signed contract with the "Daily Star" for this thirty-five dollars a week?

A—Yes. Q—Have you got the contract? A—Yes, it is on the table there. Q—Is that the contract?

COMMISSIONER—May I look at this contract? (Peruses contract): Yes, it is a contract between the "Daily Star" and John T. Meaney for a period of two years and it is signed under the Company's official seal by the Managing Director and the Treasurer, who are Messrs. Moagell and Thistle.

MR. HOWLEY—This contract is a contract for two years from October 7th, 1919, at a salary of thirty-five dollars a week. Did you say that that salary was always paid to you directly by Sir Richard Squires?

A—On application to him. It was not paid regularly as each week would go by; but when he could do it. Q—And that salary commenced and ran from October 7th, 1919?

A—That is my recollection; I am not quite sure. Q—Did you at any time have any disagreement or falling out with anyone in charge of the "Daily Star"?

A—What do you mean by scraps; a break of relations? A—Although we had occasional scraps, we still continued on friendly terms. Q—Was there ever a period when the question of discontinuance of your connection with the "Daily Star" office came up?

A—Not to my knowledge. Q—Then your payments as salary under that contract were always made to you by Sir Richard Squires?

A—Not always, because I did not get all. Q—Did you during this period ever borrow any money from Sir Richard Squires?

A—Never in my life.

A—No, not to my knowledge; he owes me \$4,000 to this day. Q—Did you meet him in Montreal in November, 1922?

A—Yes. Q—Did he while in Montreal make you a payment of \$100? A—Not to my recollection. Q—Did he ever lend you \$100 while in Montreal?

A—Not to my recollection. Q—Did he ever give you a cheque for \$100 while in Montreal? A—Not to my recollection; but if you tell me the particulars I may remember it.

COMMISSIONER—Sir Richard Squires in his evidence never suggested that they represented amounts due to him. They were put in that account by Mr. Fraser who never entered into this employer and who never knew anything at all about the business of the office until sometime in 1921. You are now dealing with a period two years before Mr. Fraser came into the office.

MR. HOWLEY—Might I draw your attention to payments made this way? May 4th, paid J. T. Meaney on loan. COMMISSIONER—That is Mr. Fraser's work you are referring to. Sir Richard Squires never said it was a loan, and if you remember your own examination you never referred to that item at all. What happened was that Mr. Fraser came into the witness box and his attention was called to that fact. Sir Richard never said anything about account at all. He only referred to the promissory note of December 1919 for four hundred dollars.

Q—In your cross-examination in chief you told us that you took public monies from your department and paid them out to certain individuals? A—Yes, to Sir Richard Squires' Attorney.

Q—You have also told us, whilst acting controller, took certain goods out of the department and made presents of them to certain individuals, and for which you received no payment or accounted for them? A—Yes, that is my evidence. Q—And you told us that you gave out on credit the goods of the department and in some cases payments were made and no records of them?

Q—You have told us that during the time that you occupied the position of acting controller you accepted commissions or gratuities from the agents from whom you bought liquor? A—Yes, but I did not inaugurate that system. Q—You also told us that before you came here to give evidence that you had the advice of your Solicitor on the subject?

A—On what subject? A—On the subject of evidence. Q—I do not remember having made any such statement. COMMISSIONER—There was a question you asked the witness as to the giving of presents of liquor, and after consulting with your solicitor you came back and said that you did give presents?

A—Quite right. Q—Are you aware of the nature of those different transactions that existed in your office? COMMISSIONER—He has already told us that the conditions were disgraceful; do you want any better epithet than that?

Q—I want to know if you are aware that such conduct would render you liable to criminal prosecution? COMMISSIONER—He is not a lawyer and how can he know; I shall disallow that question. WITNESS—I submitted to the statement when it was put to me by Mr. Hunt.

COMMISSIONER—It was put to you as disgraceful, and you said at first that it was unsatisfactory. Then you came back and said it was disgraceful. And it is not a question as to whether or not witness is criminally liable to prosecution, that is for the people to decide afterwards. MR. HOWLEY—Do you know if these things were of a criminal nature?

COMMISSIONER—How can he? I do not know how he can know, if he is not a lawyer. Even if a criminal accusation was brought in against him, it would then depend on the twelve good men and true in the jury box. MR. HOWLEY—I do not think, Sir, that is the position. COMMISSIONER—Have you not got a jury here?

MR. HOWLEY—The position set up would be sufficient to get a verdict against him. Do you know Mr. Meaney if your conduct under those four heads already mentioned to you is criminal? A—I do not know what the law would be on it. COMMISSIONER—I do not either. Q—Have you made any attempt to ascertain what the law would be on it?

A—No. Q—Do you know whether your conduct under any one of those four heads is criminal? A—I am not going to answer that. Q—Do you refuse to answer? A—Let the Court decide. COMMISSIONER—I shall not force him to answer. In any case his opinion would not prevail with me, nor even would it influence me. MR. HOWLEY—Re-examined by Mr. Hunt.

COMMISSIONER—What questions do you want to ask? MR. HUNT—It is with reference to the loan or the suggested loan or payment of \$100 by Sir Richard Squires to Mr. Meaney while in Montreal. COMMISSIONER—Very well.

MR. HUNT—Were you in Montreal Mr. Meaney negotiating with Sir Richard Squires some cable business at that time? A—Yes. Q—Does that bring anything to your mind with reference to the suggested \$100.00 cheque, as a loan? A—I have no recollection of any loan made to me by Sir Richard Squires; but this I will repeat that my expenses were to be paid. The arrangement Sir Richard Squires made with me was that my expenses were to be paid by him while I was negotiating with the officials of the Commercial Cable Company a Government transaction with regard to cable business; also while I was negotiating some business with the British Empire Steel Corporation officials on behalf of Sir Richard Squires.

Q—What negotiations? Would you state what they were? A—I inaugurated negotiations which terminated in the Commercial Cable Company buying a Newfoundland Government cable as well as succeeding in bringing about a contract between the Commercial Cable Company and the Newfoundland Government. I conducted the negotiations with Messrs. Ward and Clapperton, the latter still dead. COMMISSIONER—So if there had been a payment, it would have been in connection with that matter? A—Yes, Sir. My expenses were to be paid and were not paid. He might have given me \$100.00; but I am not sure about it.

MR. HARBERT—Re-called. COMMISSIONER—The first thing I want to know from you is with reference to a statement which came out early in the evidence of a witness called by Mr. Howley, concerning the time Sir Richard Squires went to England in August, 1920. Sir Richard told us that he did not give you any instructions to go to your brother or Mr. Meaney if you wanted financial accommodation; but to go to Miss Saunders, as he had left with Miss Saunders' notes. Did you hear anything about those notes? A—I do not remember anything about them. Q—Miss Saunders says one of those notes was issued by her to you? A—She may have done so, but I do not recall.

Q—If she gave you a note, do you know what you did with it? A—I do not know what I could do with it because Mr. Glennie, the manager of the Bank of Nova Scotia, would not accept Sir Richard's paper. Q—Had Mr. Glennie said anything to you about bearing the name of Sir Richard Squires? A—He told me that he would not receive anything for Sir Richard Squires. Q—When did he say that? A—He sent for me—I think that the "Dirby" upon which Sir Richard had signed, was hardly gone out of the Narrows—was the time he said it.

Q—Do you know whether you tried, after Sir Richard left, to get Mr. Glennie or anybody else to take over any of Sir Richard's notes? A—I got a definite answer from Mr. Glennie. He positively refused. He wanted the cash. Q—Did you try anyone else? A—Then I saw Mr. Stewart, manager of the Canadian Bank of Commerce. Q—When did you see Mr. Stewart? A—I saw him immediately after, both at his house and at his office, and he told me that he would not advance any money, and added that if I wanted any accommodation for Sir Richard Squires to go to Mr. Glennie, as the firm account was in the Bank of Nova Scotia.

Q—When did you try anyone else? A—Then I brought about a half dozen names to Mr. Glennie and told him I wanted to get a note endorsed by these people and he said their financial standing was not good enough. COMMISSIONER—Another thing I want to ask you. We have heard a great deal about the repayment of this famous four thousand dollars that you handed over to Mr. Meaney for Sir Richard Squires. It seems very difficult to fix the exact time when that took place. Sir Richard gave one date and Mr. Meaney another. Can you remember the date it was? Or have you any recollection of what time it was? A—I am not sure about that at all. Q—Can you tell even which year it was in?

A—I don't think I could. I thought at the time it was about seven thousand dollars that was owed and that the four thousand was a part payment; but I was handling so much money at the time for Sir Richard that I probably got confused. Q—When you brought the four thousand dollars to Mr. Meaney was that the precise sum that was owing? A—No, it was more than that. Q—So that four thousand dollars was not clearing off the Meaney debt; but a payment towards it? A—Yes. Q—Sir Richard says you told him that four thousand dollars was the total sum of the indebtedness to Mr. Meaney?

A—He must have misunderstood me. I do not remember telling him that, and I do not know why I should tell him that. Q—I think these are the only two important matters I wanted to ask you about. I do not want to go over the whole ground again, except anything fresh arises. There is another question I want to ask before the Attorney General proceeds. You paid five thousand dollars into Mr. Curtis' account and the deposit slip before us showed that you made the deposit. Can you remember that incident? A—Yes, I deposited it. Q—Do you remember that quite well?

A—Yes. Q—Why did you pay that money to that account? Had you been asked to pay it? A—Sir Richard Squires was leaving on a trip at the time and he asked me to raise some money for him. I told him I would see what I could do with my brother and do the best I could. Q—And did you manage to raise some money? Q—I raised five thousand dollars. Q—Did you raise that from Mr. Meaney or from some other party? A—Not from Mr. Meaney. (MR. HARBERT, cross-examined by Mr. Warren.) COMMISSIONER—That was not part of what we call the Meaney money? It came from another source? A—Yes. COMMISSIONER (repeating)—I raised the money, but not from Mr. Meaney.

MR. WARREN—You have stated that Sir Richard mentioned the names of your brother and Meaney as people likely to help him out financially? A—Yes. Q—But if to my learned friend, Mr. Howley, that I am going to ask the witness if there are any other persons named to whom she might apply, but I do not see why the names should be made public. COMMISSIONER—Ask her first were there any other names mentioned of persons to whom she might apply for financial aid? A—Yes. WITNESS—These were the only two.

MR. WARREN—There is just one other point. You have heard Sir Richard Squires swear that after July 21st you were not employed by his office, and I think you heard him swear that you only dealt with campaign funds. You heard that? A—Yes. Q—Did you receive that letter? A—Yes, Mr. Warren. Q—From whom? A—From Mr. Archibald, the accountant at the Canadian Bank of Commerce. Q—When is it dated? A—August 11th, 1922. Q—Will you read it? (Witness reads letter, addressed to her, asking her to call in to see the assistant manager at the Canadian Bank of Commerce to discuss the situation in connection with Sir Richard Squires' account.) COMMISSIONER—That shows that the Bank was communicating with you with reference to Sir Richard Squires' account? A—Yes. MR. WARREN—Was that letter of credit account a campaign fund account? A—I looked upon it as a personal account. COMMISSIONER—Did you go to see the bank about it? A—I saw them many times about it. I saw Mr. Stewart and Mr. Church. MR. WARREN—Why did the bank send to you in August, 1922? A—I took it that Sir Richard had made some arrangement with the bank. Q—I put it to you, had you been in the habit of going to the bank and fixing up Sir Richard's account up to that time? A—I am not quite sure about that. COMMISSIONER—Do you know whether this letter refers to the first time? A—I am not sure. Q—But whether this was the first or the last time, you had been there several times? A—Yes. MR. WARREN—at all events the bank regarded you as Sir Richard Squires' agent in this matter? A—I understood from Mr. Church and Mr. Stewart that I was to make a deposit. From my conversations with them I understood that I was expected to make a deposit. Q—To that account? A—To Sir Richard's account. COMMISSIONER—Was it to the letter of credit account? A—So far as I knew he had only one account there. COMMISSIONER—This letter refers in terms to the letter of credit account. MR. WARREN—You also heard Sir Richard Squires swear that you had no connection with the insurance business beyond bringing in the Dominion Iron and Steel Company's and the Nova Scotia Steel and Coal Company's insurance from Bell Island? A—I heard that. Q—That is after July, 1921. Q—Did it bring in any business? Q—You did not bring in any business? A—None whatever. The only business in the office after that was renewals, with the exception of one policy. Q—Did you or did you not control this insurance business? A—I did not. Q—Did you influence it? A—I could in a way. Q—Could you have got it removed from the office?

A—I do not know if I could. Q—Did you receive that letter from Sir Richard Squires? A—Yes. Q—When is it dated? A—August 22nd, 1921. (Witness reads letter.) Q—That is after Sir Richard says you had ceased to have anything to do with the office? A—Yes. Q—Have you a copy of the letter which he says he enclosed? COMMISSIONER—Does that refer solely to insurance? A—Yes, Mr. Walker. Q—Have you a copy of the document enclosed? MR. WARREN—Yes, she has handed it to me. COMMISSIONER—Does that refer to anything but insurance? MR. WARREN—No, sir, except a personal note at the top, which has nothing whatever to do with the case and which my learned friend agrees might be erased. (Reads letter) (Letter to Canadian Bank of Commerce stating that Sir Richard Squires desires Miss Miller to have power to sign for him in connection with certain insurance matters relating to the D.L.S. Co. and N.S.B. & C. Co.)

Q—Is that after the revocation of your previous power of Attorney? A—Yes. Q—And after the complaint of the janitor? A—I do not know what the janitor had to do with it. I still hold three keys of the office. Sir Richard told me to keep them. Q—And you still hold them? A—I loaned them to Miss Noseworthy, because she said she could not get into the office, and I told her I wanted them back at any time. MR. WARREN—When Sir Richard Squires was being examined I mentioned to him that Miss Miller would be recalled, but I had in view recalling her on the second paragraph. Therefore I do not care to pursue further examination which will not bear on this paragraph.

Cross-examined by Mr. Howley. Q—I want you to explain about this cheque produced this morning? A—That was handed back by me to Sir Richard Squires. COMMISSIONER—The cheque for \$215.00 in connection with the two insurance claims? A—Yes. Q—That cheque is marked "paid." Did you cash it? A—I do not remember. I had forgotten all about it. I endorsed it and handed it back to him. Q—It is endorsed by you, and has upon it "paid." Dated 27th June, 1921. \$215.00. Did you receive any of that money? A—No. Q—You say that you handed it back to him. Is it in the same state except for that paid and the lettering of the bank? A—The cheque was issued by me in my writing on it, just as I handed it back to him. Q—He had signed it before you handed it back to him? A—It was probably signed by him, and he sent for me, and I endorsed it and handed it back to him. Q—You never negotiated it in any way? A—No. (To be continued.)

Summary of Suggested PENALTIES FOR REFERENCE'S GUIDANCE. ONE MINUTE PENALTY. Goalkeeper or any other player throwing the puck. Any player kicking the puck deliberately or showing it along the ice with his hand or arm. Any player holding the puck with his hand, body or foot, against the boards or any place on the ice. Goalkeeper slapping at opponent with stick, on tripping opponent. Off-side interference, first offence. Hooking with stick, first offence.

TWO MINUTE PENALTY. Accidental trip. Player throwing own stick. Player throwing opponent's stick. Off-side interference, second offence. Charging opponent. Carrying stick above shoulder. Arguing with referee. Hooking with stick, second offence. Violation of substitution rule. Any defending player lying down, sitting, kneeling or sliding along the ice in the goalkeeper's crease.

THREE MINUTE PENALTY. Cross-checking an opponent. Deliberate tripping of opponent. Throwing stick to prevent a goal being scored. Any player charging a goalkeeper. Back-checking within five feet of the boards, and towards them.

FIVE MINUTE PENALTY. Abusive language to officials. Use of foul language. Kicking an opponent with skate. Deliberate hitting of opponent with stick. Deliberate mistaking of opponent. Assault on officials, jabbing opponent with butt-end of stick.

SEVEN MINUTE PENALTY. Deliberate mistaking of opponent. Assault on officials, jabbing opponent with butt-end of stick. HARBERT'S LINGERING BELIEVES SURVIVAL.

## Burns' Night THE SCOTSMEN CELEBRATE.

(H. F. SHORTLISS.)

On To-morrow (Friday), the 25th inst., the Scotsmen will have their usual celebration in honor of Robert Burns, who was born 155 years ago. The intense love for Burns' poems increases among the human race as the years roll by.

We know of one reference to Newfoundland in his poems— "Some place far abroad Where sailors gang to fish for cod."— but he must have had an intimate connection with many sailors frequenting our coasts.

The towns of Ayr and Saltcoats where our own "Village Hampden," the late Hon. James Baird and Mr. Wm. Frew were born are quite near the humble cottage where Burns first saw the light.

"Auld Ayr whom ne'er a town surpasses, For her stout men and bonnie lasses." For his mention scores of captains and ship-owners from Ayr, Ardrossan, Campbeltown, Rothsay and Greenock who came from sea parts on the Clyde, fifty and more years ago.

Greenock has always been headquarters for all our Scotch firms— Hunter & Co., Walker Grieve, Rennie Stuart & Co., Baine Johnson & Co., J. & W. Stewart, McBride & Kerr, Goodfellow & Co., Funtom & Mann, Rath-erford Bros., Duff & Balmer, and many other that I can mention, also John Syme, Sir Robert Reid & Sons, John Paterson, Henry Blair, Alexander Marshall, John C. Hepburn, James Cron, Sir Robert Thornburn, Alex. Roger, Chas. R. Thompson, James Jarvis, Robert S. Munn of Harbor Grace, John Anderson, Donald Nicholson, John Gunn, etc. In Greenock to-day you will see the tombstone and monument for Burns and Highland Mary. No lines could be more beautiful than those in which he records their last interview.

"Ye banks and braes and streams around The Castle of Montgomery— Green be your woods and fair your flowers— Your waters never drammle. The bonnie lassie under yer leaves, And there I took my last farewell. Of my sweet Highland Mary." It is by these lines can be surpassed, and it is by those addressed to Mary in Heaven.

"Thou lingering star with lessening rays, Thou lovest to greet the early morn— Again thou usher'st in the day My Mary, from my soul was torn. My Mary, dear departed shade, Where art thy place of peaceful rest, See'st thou thy lover lowly laid? Hear'st thou the groans that rend his breast?"

It is not so much about the Scotsmen in Newfoundland that I am writing, as I am never tired of singing their praises, but at this time it is the pathetic songs of the humble peasant that thrills everyone, that comes in my mind. Could anything surpass his address to "A Daisy."

"Wee modest crimson-tipped flower, Thou bonnie gem."

TO A MOUSE. "Wee sleekit, coward, tim'rous beastie, Oh, wad a panic in thy breastie, Thou needs ta start awa so hasty." The little daisy he saw being crushed by the plough, and it was beyond his power to save it. The little mouse was near meeting the same fate from the plough, but he saved it and restrained the man who was with him from killing it—and the circumstances originated these poems.

How often have we heard the following quotation, and how apt it is to every one of us— "Oh, would some power the gittle gie us, To see ourselves as others see us?" . . . . . And foolish notion."

I wonder how many of my readers know the circumstances under which Burns wrote that poem? It happened in church and the poem was composed impromptu.

Miss Jenny was sitting in the pew right in front of him, and was looking her head and showing off her new bonnet for all she was worth, when Burns spied amid the lace and ribbons— "Ye ugly creppled blattit wunner Detested, clannier by saint and sinner. How dare ye set your feet upon her, How dare ye see a lady! Gae somewhere else and seek your dinner. There ye may creep and sprawl and sprattle With other kindred jumbly cattle. Oh, fenay dinna lose your head, And set your bonnet all ahead. Ye little think what cursed speed Ye'll be the heaviest caskin'!"

And then comes that verse which goes to the depth of human nature— "Oh, would some power the gittle gie us, To see ourselves as others see us." I would like to give some particulars of Tam O'Shanter's vicarious ride pursued by witches, but must cut my quotation short— "Well mounted on his grey mare Meg A better never lifted leg. Now do by speedy utmost Meg And win the Riddow's of the brig. A sunning stream they dare na cross, There they at them, they tail may toss. But though they could not toss her tail at the pursuers, The old mare made a spring as she got to the

bridge, just as the foremost witch had caught her by the tail— "The spring brought off her master ball, But left behind her good grey tail."

Clearly makes some serious criticisms on Burns, but admits that to the end of time the blood of every Scotman must be stirred by that war ode in King Robert Bruce's address to his army at the Battle of Bannockburn, and which it often rendered so beautifully by our friends John C. Hepburn and Sandy Robinson—

"Scots who ha wi Wallace bled, Scots whom Bruce has often led, Welcome to your gory bed, Or glorious victory. Lay the proud usurpers low, Tyrants fall in every foe, Liberty in every blow. Forward let us do or die."

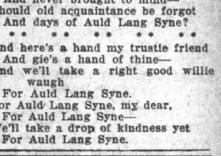
But, Mr. Editor, I know my space is limited, and if I write too much you will not find room for any, every person being so interested in our friends John C. Hepburn and Sandy Robinson—

"As fond kiss and then we sever, As farwell and that forever, Deep in heart wrung tears I'll pledge thee, Warring sighs and groans I'll wage thee. Had we never loved so kindly, Had we never loved so blindly, Never met nor never parted, We had ne'er been broken-hearted."

And now for the present I give my best wishes to all our Scotchmen in their celebration on Friday night next.

"Should auld acquaintance be forgot And never brought to mind— Should auld acquaintance be forgot And days of Auld Lang Syne?"

And here's a hand my trustie friend And gie's a hand o' thine— And we'll take a right good willie waugh For Auld Lang Syne, my dear. For Auld Lang Syne, my dear. We'll take a drop o' kindness yet For Auld Lang Syne.



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