

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

(Continued from page 10.)

Miss Miller for payment at that time. Q—Did you tell 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 paid 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 these sheets.

MR. HOWLEY—Tell me, then, did you at any time receive any payment 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. Meany 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—We had many scraps. Q—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.

Q—Then these entries here—paid J. T. Meany loan, etc.—are not correct entries, are they?

A—They are incorrect entries. Q—Then they are really amounts paid to you as salaries?

A—Yes; and deliberately put down wrong.

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 14th, paid J. T. Meany 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. The only evidence now is that Mr. Fraser, two years afterwards, paid that loan in his hands.

MR. HOWLEY—I am putting in the book.

COMMISSIONER—There is no evidence that it was a loan; it is only evidence that Mr. Fraser wrote in the word "loan."

ATTORNEY GENERAL—Did this word loan mean a loan from Sir Richard Squires to Mr. Meany or a loan from Mr. Meany to Sir Richard Squires?

COMMISSIONER—You put it in as it stands, Mr. Howley, but it does not prove that the statements are true. It proves that they were made by Mr. Fraser two years afterwards. Sir Richard Squires did not say they were loans, and, as a matter of fact, he never asked Mr. Fraser any questions about those early items at all. I want to point out that these are not loans because they appear in Sir Richard Squires' books which were made up by a perfect stranger, who entered the business two years after.

MR. HOWLEY—Would you mind repeating your answer to my question: Did you ever borrow any money from Sir Richard Squires?

A—I never got a loan from Sir Richard Squires in my life.

Q—Then this four hundred dollar note was a campaign note and renewed from time to time?

A—Yes, it was renewed from time to time until I refused to sign it.

Q—And this one hundred dollar note was an accommodation note from you to Sir Richard?

A—Yes, it was in lieu of weekly payments that he should have given me but which he was not prepared to pay me, and he gave me this note.

Q—You say that you never got a loan from Sir Richard in your life?

A—Not to my recollection; if I did I would remember it and would have paid back.

Q—Do you remember meeting Sir Richard Squires in Montreal at any time?

A—Yes. Q—Did you ever borrow any money from him?

A—Not to my recollection; but he owes me a great deal for my expenses in connection with Montreal trips and never paid me.

Q—Did he ever pay you anything on account of expenses?

A—Yes.

MR. HOWLEY—Would you mind repeating your answer to my question: Did you 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.

Q—On the 10th of January, 1923, did you receive any money or cheque on the Canadian Bank of Commerce from Sir Richard Squires?

A—I do not remember having received it; but if you give me the details, I may remember whether I received it or not.

COMMISSIONER—Is there any document available at present that will help him to remember it; if there is let the document be put in his hands to qualify his answer and then let such document be put in.

Q—Would Sir Richard Squires have given you a cheque or paid you \$100 anywhere on January 10, 1923?

A—To-day I have no recollection of the transaction.

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?

A—That is my evidence. 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 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 you listed 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 assented 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 disgraceful. 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. Meany 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.

MR. HUNT—Were you in Montreal Mr. Meany 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 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 of Canada 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 since 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. HARRIS—cross-examined by Mr. Warren.

COMMISSIONER—That was not part of what we call the Meany money? It came from another source?

A—Yes. COMMISSIONER (repeating)—I raised the money, but not from Mr. Meany.

MR. WARREN—You have stated that Sir Richard mentioned the names of your brother and Meany as people likely to help him out financially?

A—Yes. Q—I put it 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?

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?

MR. WARREN—Was that letter of credit account a campaign fund account?

COMMISSIONER—Did you go to see the bank about it?

A—I saw 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.

MR. WARREN—at all events the bank regarded you as Sir Richard Squires' agent in this matter?

A—I understand 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 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—I did not bring in any business.

Q—You did not bring in any business?

A—None whatever. The only business in the office after that was renewal, with the exception of one policy.

Q—Did you or did you not control this insurance business?

A—I could in a way.

Q—Could you have got it removed from the office?

A—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. Meany or from some other party?

A—Not from Mr. Meany.

(Mrs. Harcourt, cross-examined by Mr. Warren.)

COMMISSIONER—That was not part of what we call the Meany money? It came from another source?

A—Yes. COMMISSIONER (repeating)—I raised the money, but not from Mr. Meany.

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A—I saw many times about it. I saw Mr. Stewart and Mr. Church.

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.I.S. Co. and N.E.S. & Co. 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 \$3125.00 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. \$3125.00. 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 this 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 REFEREE'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 slashing 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. Arguing with spectators. 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 entering a goalkeeper's crease-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.

TEN MINUTE PENALTY. Deliberate mistaking of opponent. Assault on officials, jacking opponent with butt-end of stick.

REWARD'S LINGERING BELIEVES STURDLIFF.