


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

(Continued from page 4.)

Q.—In what way, did you think she was dishonest?  
A.—No. It did not occur to me at that time that there would be any dishonesty.  
Q.—She had exceeded her powers, did you think that it would be better if she should not have those powers, but it did not effect your statement of the character of her personality?  
A.—The word "character" is not a word which I want to enter into discussion.  
Q.—I want to know whether you had formed a different opinion of her?  
A.—I was not prepared to continue indefinitely in a responsible position in the office.  
Q.—And you thought that she was not so trustworthy as you formerly considered her?  
A.—That was my view. It necessitated my employment of Fraser.  
Q.—MR. WARREN—That was suggested by Mr. Curtis and not by you, and was not suggested until March or April. You say that Mr. Cramm objected to Miss Miller?  
A.—Yes.  
Q.—What was Cramm objecting to?  
A.—To the general conditions of the office. He objected to the situation as it was in the office, and the lack of business attention.  
Q.—Had Mr. Cramm any interest in the business at all?  
A.—No. He was a law student.  
Q.—He finally left the office?  
A.—Yes.  
Q.—Did he leave himself, or did you ask him to leave?  
A.—He left of his own free will, I understand.  
Q.—But do you remember?  
A.—I do not remember asking him to go. My recollection is that he was asked to go by Mr. Winter and not to me.  
Q.—But he left and Miss Miller was continued?  
A.—Miss Miller remained until I got an accountant, and then she remained on for some two months, or more as would be necessary for the accountant to take over the books and get acquainted with the business.  
Q.—Only two months?  
A.—Whatever period it was, Miss Miller left about the end of July.  
Q.—Was she not kept on after that?  
A.—She had no position. She did not visit the office, but she did contact through her brother a very large company in Bell Island in connection with the various companies there, and she would be entitled on turning that business into the office to demand the outport agents commission. She would get a cheque for \$40.00 per month covering her insurance connection with the office.  
Q.—Then with that exception she was not employed by you in any way as the staff of the firm?  
A.—No.  
Q.—Yet we find her on July 27th, 1922, paying \$500.00 into your account.  
A.—That does not mean that she was employed by me. Mr. J. J. Miller was not employed by me but he was helping me out a lot.  
Q.—You say that Mr. Cramm left?  
A.—Yes.

Q.—Did you know that she was engaged to be married?  
A.—I did not know at the time.  
Q.—She told us that was one of the causes of the change, that she was contemplating being married?  
A.—I was never quite sure when she was going to be married, or whom she was going to marry.  
Q.—She says she actually mentioned it at this time?  
A.—She may have told me.  
COMMISSIONER.—I thought that was one of the reasons why Mr. Fraser was introduced.  
WITNESS.—I don't know that the possible marriage of Miss Miller was the reason why Mr. Fraser was introduced.  
COMMISSIONER.—It may have been a contributing cause.  
A.—Yes, it may have, in a minor degree. In the ordinary course of events I would not have gone to the trouble and expense of getting an expert accountant from Halifax. I have had to pay him a very substantial salary, if there were no reasons for having my books looked over.  
COMMISSIONER.—Or if there were no reasons to think the person you had was about to change her condition.  
MR. WARREN.—The janitor also took exception to the going-on?  
A.—He reported to me that there was liquor used in my office.  
Q.—And so you cancelled Miss Miller's power of attorney?  
A.—If you would let your mind work a little more accurately, you would not take any one particular reason. It was for various reasons.  
Q.—I am trying to get the reasons why you cancelled Miss Miller's power of attorney. You said Mr. Cramm complained, and the janitor complained about the intoxicating liquor consumed, and you cancelled Miss Miller's power of attorney.  
A.—I may say that when I came back I told Mr. Howley there was no more intoxicating liquor to be sent to my office.  
COMMISSIONER.—By letter?  
WITNESS.—No, personally; and I might say also that after my return conditions were greatly improved.  
MR. WARREN.—Did you at any time give Mr. Jim Miller the key of your office?  
A.—Mr. Miller occupied—  
Q.—Never mind what he occupied. Did you give him the key of your private office?  
A.—No. The office which had been occupied by Mr. Winter—Mr. Alec Winter—which is to the eastward of the main office, was, I believe, used by Mr. Miller.  
Q.—Did you give him the key of that office?  
A.—Permitted him to use it?  
Q.—Did you give him the key?  
A.—I can't tell whether I handed him the key.  
Q.—You permitted him the use of the office?  
A.—I permitted him the use of the eastern office formerly occupied by Mr. Alec Winter.  
Q.—And you say the A.N.D. Company's note shook your confidence in Miss Miller?  
A.—I said it was one of the factors which acted on my mind.  
Q.—What was this note?  
A.—I found there was a claim made on me by the A.N.D. Company for a promissory note. I inquired about it, and found the A.N.D. Company had no business relations with my office that would justify a transaction. I had the note sent to me, and saw it was a note signed "R. A. Squires, per Joan G. Miller"; a promissory note signed by me for paper supplied the Daily Star by the A.N.D. Company.  
Q.—Then, I take it, this note for approximately \$3,000.00, was for the A.N.D. Company for paper supplied the Daily Star, signed by Miss Miller?  
A.—Yes. I saw the note for a minute at the time.  
Q.—What was wrong about that?  
A.—Nothing was wrong about it at all.  
Q.—I understood you to say it was one of many things which made you cancel her power of attorney.  
A.—When I found the note outstanding by the Company for one transaction, I thought I might later find another outstanding. I informed Mr. Kelly and Mr. Harris that I would not pay the note.  
COMMISSIONER.—Has the paper ever been paid for?  
WITNESS.—Not that I am aware of.  
Q.—This paper was for the Daily Star?  
A.—The Daily Star since went into liquidation. They got a dividend—the difference between the amount of that note and their account. As for their claiming the \$3,000.00, I have not paid the money. I told them I would not pay it.  
MR. WARREN.—What was the date of that note?  
A.—I don't know. It was some time when I was out of town in 1920. I am not sure.  
Q.—Do you know where it is now?  
A.—No.  
COMMISSIONER.—I cannot see why it should have shaken your confidence in Miss Miller?  
A.—It did not shake my confidence. COMMISSIONER.—It is quite another matter to say it shook your confidence in her.  
A.—I cancelled the power of attorney which she had. Thinking there might also be a power of attorney outstanding for Mr. Curtis. I included his name in the note, and thinking there might be a power of attorney

outstanding for Mr. Winter, I also included his name.  
COMMISSIONER.—I fully appreciate that it might have brought to your mind the inadvisability of allowing any other person, however honest they might be, to sign your name.  
A.—I felt that she should not have signed my name as promisor. Not as endorser, but as a direct liability as promisor.  
COMMISSIONER.—Why should that make you have less confidence in Miss Miller?  
A.—Well, something had occurred which I did not like, and I proposed to put a stop to it.  
COMMISSIONER.—I can't get you to see the difference. Very well.  
MR. WARREN.—Mr. Richard, you were away at the time, I think?  
A.—At the time the note turned up, I am not sure about it.  
Q.—In your cross-examination, you remember, you said that Miss Miller was financing the Star under authority to keep that paper going. Did you not consider the note was given under that implied authority?  
A.—She should have endorsed me as security rather than make a direct promissory note, as a primary liability of R. A. Squires.  
Q.—I think you would be just as liable on the back of a note of that sort. Here is a note she endorsed for you under power of attorney for \$14,000.00. That is the same liability?  
A.—In my opinion, from a banking standpoint, it does make a difference. Q.—The notes are signed by the Daily Star with you as promisor and endorser.  
A.—My liability there is a secondary liability, and the Star liability is primary.  
Q.—Your liability must be first. However, apart from that—that is what I would call a technical objection—don't you think that when she signed that note, whether as promisor or endorser, it was part of her job to keep the Star going?  
A.—I am quite sure she did it in good faith.  
Q.—You cancelled her power of attorney for divers and sundry causes?  
A.—Yes.  
Q.—You say she had implied authority to keep the Star going, to finance it?  
A.—Yes.  
Q.—Did you ever inquire how she did it? You say she had implied authority, did you ever inquire how it was done?  
A.—During my absence from the country she did it on her own responsibility.  
Q.—Did you inquire from her how she kept it going?  
A.—Oh, yes. We had a conversation some time after I came back in December, 1920, when reference was made to the transaction. \$20,000.00 note, and such like, and a cheque was given her by the Star for the accommodation which they received during my absence.  
Q.—That is the only occasion?  
A.—I don't remember any particular conversation on Star finances. There were probably many conversations.  
Q.—After you came back in 1920?  
A.—Yes.  
Q.—Did she finance the Star after that?  
A.—During the summer of 1920?  
Q.—During the summer of 1921?  
A.—I don't know that she did. The books of the accountant would have to be turned up for that.  
COMMISSIONER.—You mean the yellow sheets out of the ledger we had yesterday?  
A.—Yes.  
MR. WARREN.—Would they show that Miss Miller got the money?  
A.—They would show whether she was financing from my office or not.  
Q.—What I want to know is, who financed the office. Did she get the money and so on for the Star?  
A.—I can't tell you that.  
COMMISSIONER.—At that time, there was considerable money going out of the office—\$120,000.00 in about five years.  
WITNESS.—I have no idea how much went out during the period to which Mr. Warren refers.



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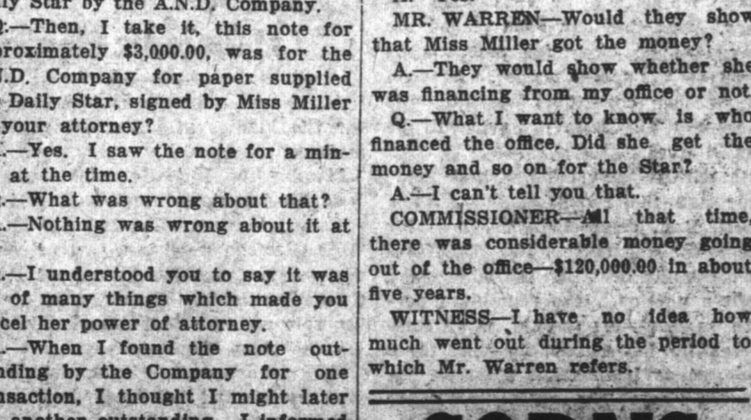
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COMMISSIONER.—The Star was not at its best at the latter end. It was going down hill?  
A.—Yes.  
COMMISSIONER.—Miss Miller was raising money from time to time?  
A.—She may or may not have. I can't say she did or did not.  
Q.—During her employment, what you wanted her to do was to get money to bolster up the Star?  
A.—The only way you can get that is by examination of the Star account on these sheets.  
Q.—The sheets we had yesterday seemed to indicate that money was going out steadily all during 1921. Some of the sheets were also written at a later date, according to the system of book-keeping in your office, from some recollection of statements made—things which had been omitted from the regular chronological order. The chronological order went down very considerably in 1921. Can we have the sheets now?  
MR. HOWLEY.—I am not quite sure they are outside. They were here de-

teched from the Ledger. The Ledger is outside. I don't know that they have been put back. If they are outside, we shall get them.  
(Ledger Sheets produced to Witness.)  
COMMISSIONER.—(To Witness)—Now then direct your attention to the period from your return in December, 1920.  
WITNESS.—During the year 1920, the Ledger shows this \$14,000.00 note being discounted and dishonoured, debited and credited to this account. It shows another note of \$1,000.00, which was evidently cashed.  
COMMISSIONER.—You came back in the early part of December, 1920. We wish to know whether that process still went on, and if money was still being found in your office for the Daily Star after December?  
WITNESS.—In December, 1920, there is a series of transaction, showing debits of \$72.00, \$195.00 and \$230.00, and there is a series of credits, \$184.00, \$164.00, etc.; then there is another series of debits.  
COMMISSIONER.—How does the balance look? Are there more debits than credits?  
WITNESS.—The total of the debits exceeded the credits.  
COMMISSIONER.—Then money was going out during the period covered by the sheet?  
WITNESS.—Yes. The next sheet, January 8th, 1921, starts with some credits of \$120.00, \$52.00 and \$14.00, and then goes on with some debits of \$120.00 and transactions with a member of the party for \$500.00; then debited with insurance policies and so on.  
COMMISSIONER.—Mostly debits?  
A.—Yes.  
COMMISSIONER.—Now the next sheet?  
WITNESS.—That is the sheet. There appears to be nothing after January 15th, 1921. (Quotes again from Ledger Sheets.)  
COMMISSIONER.—This suggests that there was a continuous outflow from the office up to January

1921, and a personal flow from you during the next few months?  
A.—There are no entries after January 15th, 1921.  
COMMISSIONER.—Let us have the payments you made?  
WITNESS.—The first payment that is identified as made by me is dated March 7th, \$300.00. The next one is identified as April 7th, \$500.00. The next one bearing my initials is November 19th, \$500.00, November 22nd, \$532.70, December 3rd, \$300.00. Then back to October 11th, \$623.61, November 3rd, \$518.23, December 17th, \$300.00. These entries are the only entries with the exception of October 22nd, 1921. There is an entry for \$5.55.  
COMMISSIONER.—That is only a small amount; it looks though as if there were a great many payments made by yourself, besides those made by your firm?  
WITNESS.—The conclusion I would come to is that it looks as if the office had little if anything to do

(Continued on page 7)