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# The Toronto World

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TWENTY-THIRD YEAR

TEN PAGES—TUESDAY MORNING DECEMBER 9 1902—TEN PAGES

ONE CENT

Great Britain

## Germany By Means of Warships Tell Venezuela It's Time to Pay Up But President Castro, in a Public Statement, Says He Does Not Believe They Mean It

### Ministers of the Two Nations at Caracas Leave Their Embassies and Take Refuge on Warships That Have Gathered Off the Coast.

London, Dec. 8.—Great Britain and Germany have presented ultimatums to Venezuela, which will be followed up by the seizure of the customs unless a satisfactory settlement is forthcoming within a brief period.

The ultimatums have a time limit but exact date not to be ascertained here. The Foreign Office states with regard to the time limit: "It is a reasonable time in which Venezuela can satisfy the injured governments."

Both notes are practically identical, although the amount of the claims differ. The notes merely reiterate the continued disregard by the Venezuelan government of all our representations, specify our claims and demand immediate action on the part of President Castro's government in connection therewith.

**Minister Leaves.**

The British government's case is practically identical with the ultimatums made in previous despatches from London, in which it was at first announced the president was to be consulted. Should the British ultimatum meet with a hostile reception, the British Minister Haggard has already been instructed to board a warship, or if that is impracticable to go into the neighboring British colony. The Foreign Office, however, does not appear to anticipate such a contingency for the moment, nor indeed does it look forward to any such development within the next few days.

**Netural Outcome.**

Premier Balfour's announcement in the House of Commons to-day is regarded as merely the obvious culmination to the situation, which has been becoming daily more critical for the last three months. The associated Press correspondent learns that a complicating circumstance has arisen in the inability of the Foreign Office to communicate with Minister Haggard. The officials here believe that he is still in Caracas, but owing to the reported break of the cable they are quite ignorant as to what steps he is taking, or what the Venezuelan government intends to do. The Foreign Office is hourly awaiting important despatches from Caracas, but up to a late hour to-night none had arrived. While the government are rather worried by their inability to get an answer from Minister Haggard they are in no way seriously alarmed, especially as inquiries have revealed the fact that the Venezuelan representatives are in a similar situation.

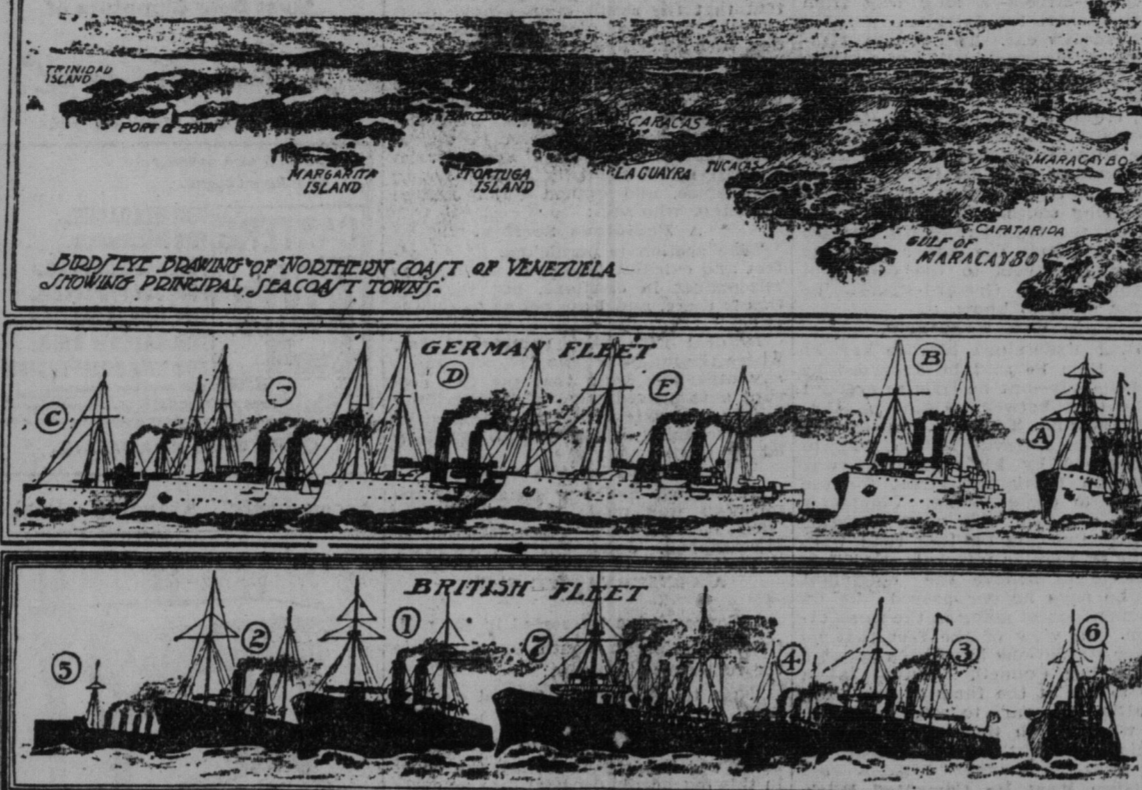
**Do Not Desire to Coerce.**

The Foreign Office says: "There is not the slightest desire to coerce Venezuela, and if any answer had been made to our repeated protests and demands no such action as is now taken would have been proceeded with. It would have been persistent and insulting demands to all representations which compelled us to move. It is now too late in the day for anything but purely diplomatic arrangements to be accepted in satisfaction for our injuries. When the facts have assembled there is scarcely time to deal with bankers and a financial settlement should have been suggested long ago, and would have been welcomed by both Germany and ourselves. However, any bona fide proposition will receive careful attention. Reconstruction in commercial affairs is always better than liquidation, and if the reconstruction of the Venezuelan finances can be accomplished to the satisfaction of our diplomatic claims and individual losses, both Germany and Great Britain will have achieved their ends."

**AMBASSADORS QUIT.**

Caracas, Dec. 8.—The British Minister, W. H. D. Haggard, and the German Charge d'Affaires, Von Pilgrim-Baltatz, left Caracas at 3 o'clock this afternoon for La Guayra, where Minister Haggard went on board the British cruiser Retribution and Herr Von Pilgrim-Baltatz boarded the German cruiser Vineta. Both the British and German legations have been closed. Yesterday afternoon the British Minister and the German Charge d'Affaires

MAP OF VENEZUELA COAST AND VESSELS THAT ARE GATHERING THERE.



German fleet consists of: A—Cruiser Falke, 1731 tons, 15 guns; B—Cruiser Gazelle, 2650 tons, 30 guns; C—Gunboat Panther, 900 tons, 22 guns; D—Cruiser Niobe, 2650 tons, 28 guns; E—Cruiser Ariadne, 2050 tons, 28 guns; F—Cruiser Amazon, 2650 tons, 28 guns. British fleet consists of: 1—Cruiser Indefatigable, 3600 tons, 44 guns; 2—Cruiser Retribution, 3600 tons, 22 guns; 3—Cruiser Charybdis, 4360 tons, 30 guns; 4—Ship of War Albert, 350 tons, 6 guns; 5—Torpedo boat destroyer Quail, 300 tons, 6 guns; 6—Cruiser Tribune, 3400 tons, 22 guns; 7—Cruiser Ariadne, 11,000 tons, 44 guns.

Pilgrim-Baltatz boarded the German cruiser Vineta. Both the British and German legations have been closed. Yesterday afternoon the British Minister and the German Charge d'Affaires

### Blockade of the Coast of Venezuela Is Imminent—Ultimatums Fix a Time Limit, and If Money Is Not forthcoming Trouble Will Begin.

but they are in the form of an ultimatum. At 3 o'clock Mr. Haggard, his secretary, Grand Dutch and the Charge d'Affaires of the Legation, Godfrey, left Caracas in company with the German Charge d'Affaires, Von Pilgrim-Baltatz, for La Guayra. On the arrival of the train at the latter port at 5 o'clock, thirty officers and crew of the British cruiser Retribution, while the German Charge d'Affaires boarded the German cruiser Vineta. The Ministers left Caracas without previously notifying the Venezuelan government, probably in order to avoid any hostile demonstration.

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Yesterday and to-day being festive in Caracas, all the public offices are closed, and it is impossible to see any authority regarding the departure of the Ministers. Nevertheless, the handing in of a demand of such a nature at the private residence of a Minister, notwithstanding the fact that it is in some quarters to be without precedent.

President Castro explains further on, that his government has not increased the debt of Venezuela, and that he paid all that was ordered during the revolution, including the German and the British cruiser Retribution, and what foreigners should expect of him. Peace is not far off, and with it the fulfillment of all his promises. He continues: "Honourably, I cannot do more. I put honor first and will not seek excuses to disarm coolly enemies by accepting humiliations which would offend the dignity of the Venezuelan people. I do not believe these alarming versions. I am sure that the national dignity is based on our rights and our possession of justice, and on our relations of friendship and mutual respect with foreign nations."

The Venezuelan press publishes an open letter from President Castro to the British and German Ministers and Germany. In this communication President Castro says: "Foreign cables among them Great Britain and Germany, have allied themselves together to force Venezuela to pay up. Their aggression against Venezuela, and their manner of obtaining the resumption of the payment of interest on a consolidated debt was to be suspected as a consequence of the revolution that I lately crushed. Notwithstanding the fact that the character of this news is official, I refuse to believe it, because it is inconceivable that nations which entertain cordial and friendly relations with Venezuela should prefer to resort to force rather than follow the diplomatic path, especially when the supposed debt is due to be paid within the jurisdiction of our laws, which are based on the principle of justice and equity, with the other attributes of authority, revolutions, and the German demand being for the payment of the interest on the German loan and other claims. The demands are without any specific date as the time given for an answer,

I have just redeemed. Had Venezuela refused to fulfill her fiscal engagements, and had justice and diplomacy exhausted their resources against such an attempt only then could such extreme acts be expected, but this will never happen."

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## Donald Sutherland is Safe Liberals Will Appeal Case

Judges Find That the Only Charge Proven, That of Hiring Rig, Was Too Trivial to Cause Loss of the Seat—But Reformers Are Not Satisfied.

Seats in the Legislature. 98 Liberal Members ..... 48 Conservative Members ..... 46

**VACANT SEATS.**

North Grey (L)  
North York (L)  
North West (C)  
North Perth (C)

**AWAITING JUDGMENT.**

Lennox (C)  
East Middlesex (L)

**PETITIONS TO BE HEARD.**

Centre Bruce (C)  
Sault Ste Marie (C)  
North York (L)

**DONALD SUTHERLAND SAFE.**

Donald Sutherland, Conservative member-elect for South Oxford, is safe so far. He has won the first ball, with a majority of 173 in his favor, the court held that the corrupt acts proven were of a trifling nature and not sufficient to affect the election. The Liberals' only chance of opening the seat lies with the Court of Appeal, to which the case will be submitted.

**One Man Reported.**

The only man who will be reported to the judges will be John W. Patterson, who, the court agreed, had been guilty of the one corrupt act proven to the satisfaction of the court, namely, the hiring of six rigs in Ingersoll on election day.

In his judgment, Mr. Justice Street said:

"The majority of votes for the respondent was 173. The particulars contained 114 distinct charges of corrupt practices, of which some twenty-four were tried during the trial which occupied seven days, and the others were abandoned."

The only charge we have held to have been proven is to the effect that John W. Patterson, whose name was established to our satisfaction, had hired three horses and conveyances from two livery stables in Ingersoll for the purpose of conveying voters to and from the polls on election day.

**Hired Livery Rigs.**

"I think the evidence showed that so far as the livery stable keepers were concerned they expected to be paid higher on the election day than on other days and carriages. There is no doubt that at every election numbers of public cabs and livery vehicles are furnished to both sides for the purpose of conveying voters to the polls, and I think it is not wrong in saying that in most cases these are paid for as soon as it is deemed safe to do so."

In other words, upon this subject the law is systematically broken or evaded, and it strikes me as most desirable that some change should be made, so that the use for election purposes of public conveyances kept for hire should be prohibited absolutely on the day of the election, or that the owners should be permitted to let them out on election days at the usual rates of hire."

Judge then applies the "saving clause," giving his reasons for so doing. "If we are not to apply it here, the saving clause is practically a dead letter."

**Improper Declarations.**

As the question of the propriety of taking statutory declarations from persons giving information of alleged corrupt practices was much discussed during the trial and upon the arguments before us, I think I should add a few words with regard to it. The propriety of taking such declarations has been repeatedly pointed out, and the reasons why the practice is improper are stated.

"When, however, the persons making these declarations are paid sums of money for making them, it is obvious that the propriety is greatly increased. A new element is thus introduced, adding seriously to the difficulty, already sufficiently great, of separating the truth from the mass of perjury, which is so common a feature of election trials. It is a practice which is not only improper, but unwise, for it

## SUFFER FROM FUEL FAMINE

Cold Snap Brings in Orders Faster Than the Dealers Can Fill Them.

**LITTLE HARD COAL IN THE CITY.**

Some Dealers, However, Are "Expecting" It, But They Will Sell the Bitumens Brand.

Many people are suffering in Toronto to-day because of the scarcity of fuel.

"We have had crowds in here to-day, and they are almost crazy over their inability to secure fuel," is the way one fuel dealer expressed it.

What is true of one dealer is practically true of all. The World canvassed the city yesterday, and could not find a single firm taking orders for immediate delivery of hard coal. In nearly every case the dealers asserted that there was no hard coal to be bought in the city. One firm were taking orders for hard coal, deliverable Wednesday, at \$8, but they asserted that they were blocked with orders, having a supply of hard coal at but one year. One other firm would accept orders for hard coal at \$9, and the others asserted that they expected a supply within a few days.

The demand for fuel has increased beyond all proportions during the past two days, because of the cold snap. One firm had 15 wagons out delivering coal yesterday. Each outfit could handle about eight tons daily. At this rate the dealer thought it would require several days to fill the orders already booked for soft coal at \$7. That is the ruling price for Pittsburg and Hocking Valley, and there is little to be secured below that price.

There were some reports that the alleged combine among the local retailers had been dissolved, but several dealers remarked grimly that if there was any combine the present scramble of the multitude to get coal would prevent its dissolution.

In many cases the poorer classes are purchasing wood in small quantities in the hope of soon being able to get a supply of hard coal. Most of the hard coal sold lately has been in the form of half-ton orders—half-ton of hard and half-ton of soft has been the rule.

## PLANS OF C.P.R. FOR 1903

Greatest Scheme is Reclaiming 2,500,000 Acres Between Medicine Hat and Calgary.

**NEW LINES TO BE OPENED UP ALSO.**

Great Corporation is Getting a Move on for the Benefit of the West.

Montreal, Dec. 8.—The plans of the C.P.R. for next year are most comprehensive. They include double tracking, the building of a number of new lines west of Winnipeg, and a scheme of irrigation, which will reclaim two and a half million acres of land between Calgary and Medicine Hat, a scheme which has been thought out for some time past and which will be carried into effect just as soon as the plans are approved by the executive.

In the scheme of irrigation the water will be taken from the Bow River, and it is calculated that it will take three dollars per acre to turn this water upon the land, which is otherwise arid, in quality, and which needs this application to make it profitable.

The plans, which were submitted to the executive this forenoon by Mr. William Whyte, assistant to the president, and Mr. J. G. Griffin, land commissioner, provide for new lines, which will open up territory heretofore closed to settlers. That is to say, the C.P.R. is about to provide facilities in regions hitherto untouched with this object in view—to meet the demands of the intending settlers.

There are vast stretches of country yet to be settled quite apart from the route which has been chosen by the Grand Trunk, and the object of the C.P.R. is to induce settlement by providing in advance just what the settlers need.

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## His Transfer Had Run Out Fine Imposed on Sproule

Passenger Insisted on Riding an Hour After Time Limit Expired and Magistrate Kingsford Says He Acted in an Unreasonable Manner.

George F. Sproule, whose picture and fancy goods dealer, was summoned on Friday last by Inspector McKenna of the Toronto Street Railway for refusing to pay his fare on a Broadway car on Nov. 15, 22 and 24, 1902. On the last named date Sproule was using a transfer that had expired an hour before. Magistrate Kingsford imposed a fine of \$5 and costs in that case. His Worship's findings are as follows:

**Magistrate's Finding.**

"If the defendant is correct in his contention that there are no legal transfer arrangements with the Toronto Railway Co. by which citizens are bound, he must be convicted. The payment of his fare entitled him to a continuous ride from any point on said railway to any other point on a main line or branch of said railway within the city limits, and there are no legal transfer arrangements with the Toronto Railway Co. by which citizens are bound, he must be convicted. The payment of his fare entitled him to a continuous ride from any point on said railway to any other point on a main line or branch of said railway within the city limits, and there are no legal transfer arrangements with the Toronto Railway Co. by which citizens are bound, he must be convicted. 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