

MARA V. COX AND WORTS

(Continued from Second Page.)

settlement you made with Mr. Cox, you were enabled to take your seat at the stock exchange as usual? A. Yes.

Q. I believe you brought an action against Mr. Priestman? A. I had one.

Q. You have one pending, I believe? A. Yes, it is pending.

Q. And if you can get this out of Cox & Worts, Priestman and you both will be satisfied? A. I will.

Q. And you think he will be? A. He ought to be.

Q. Why did you commence an action against Priestman on this first instance? You sue him, amongst other things, for this margin on Federal stock? A. Part of it was that.

Q. Do you remember swearing in your examination there that you had no claim against Cox & Worts, that they treated you very decently? A. Yes.

Q. Oler—If you want to use the examination let us have it here.

Mr. Blake—If you desire it, it is here. His lordship—It is just the ordinary admission, did you say so and so to anybody? Mr. Blake—I am entitled, of course, to credit or discredit anything written by me to statements made on another occasion quite independent of the production of the paper. Did you not, on the occasion of your examination in this suit, say that you had no action against Cox & Worts, and that Cox had treated you very well in this matter? A. I told them I had no cause of action against Cox, as far as I knew of.

Q. And that you were treated very decently by them in this matter? A. I don't think I swore to that.

Q. You and Priestman put your heads together and thought you would bring an action against Cox & Worts, and make them liable? A. I did not speak to Priestman until two weeks ago; I went on my own hook; I had nothing to do with Priestman whatever more than you have.

Q. Your action was entered at the last sitting of the court, Mara against Priestman? A. Yes.

Q. And you postponed it? A. I postponed it, yes.

Q. And in the meantime this action was brought? A. Yes.

Q. And Mara against Priestman has been reached and has been postponed at this court, put over for a time, and the suit may come on ahead of it? A. I don't know what you mean.

Q. Oh, yes, you do; you know I have nothing to do with it.

Q. The way you had it arranged was that it should be general and not a specific margin, that the advances from time to time should be regulated by the average value the plaintiff had in the stock, and should not be treated as separate and specific pledges? A. That was Federal stock.

His Lordship—We will get on a great deal better if we do not look at the statements on either side.

Q. You gave your instructions personally for the preparation of this claim, didn't you? A. I gave a version of the affair, and the plaintiff was in the habit of purchasing shares of the capital stock of bank.

Q. My statement was Federal bank, and my lawyer was certain stock—Mr. Cox would give me \$44,000 on that; in that way I paid him the cash of a thousand dollars; that is what I call paying him cash. It is just the way it is, isn't it?

Q. I mean going to a person and paying him cash? A. If you mean that it is not so. I would go to them and would pay \$45,000 worth of certain stock—Mr. Cox would give me \$44,000 on that; in that way I paid him the cash of a thousand dollars; that is what I call paying him cash. It is just the way it is, isn't it?

Q. Now, you say in your statement that on the 23rd of October you had paid Cox & Worts \$11,201.67? A. I paid them more than that.

Q. You had paid them actually in cash? A. Certainly in cash.

Q. Do you say that? A. Yes; I paid in cash. But what do you mean by paying in cash? There are various ways of paying in cash.

Q. I mean going to a person and paying him cash? A. If you mean that it is not so. I would go to them and would pay \$45,000 worth of certain stock—Mr. Cox would give me \$44,000 on that; in that way I paid him the cash of a thousand dollars; that is what I call paying him cash. It is just the way it is, isn't it?

Q. Now, you knew perfectly well in your arrangement with Mr. Cox, that you were simply agreeing to take this stock at those rates? A. He was simply agreeing to carry this stock at those rates, and it is worth so much money, and it is the way the balance stands against you? A. That is the way you put it.

Q. In what other way was it arrived at then? A. I would give him stock the same as I would give you stock.

Q. In the month of October, when you made a settlement, it is of course given him a settlement on the basis that he had always had this stock; is it of course supposed to carry such a balance, and it is the way the balance stands against you? A. That is the way you put it.

Q. Did you agree to relieve him from that on his paying you 150? A. Oh, that was given on the understanding that he had pledged the stock. When I heard he had sold the stock, deal with it as his own, I changed my opinion.

Mr. Oler—There was no stock in existence, that is what is understood as bluff; your lordship may never have played bluff.

His Lordship—On the 16th of October, according to Mara's own statement, he was responsible to him for 1080 shares of stock; the amount was known to both, and they made a settlement on the basis of 148. How was Mara hurt?

Mr. Oler—If Cox had told Mara that he had sold and parted with that stock long before, before he had sold it at such a time, then he would have been in a totally different position. Mr. Mara, then, would have said—all right, accounts, and so on, the point is that, Mr. Cox never borrowed one farthing on that stock, but he sold it.

His Lordship—I am very sorry I cannot see it; perhaps the jury may.

Mr. Blake—I want the witness to give an explanation of the statement that has been made—"Since the payment of the last mentioned sum, and the handing over of the notes aforesaid, it has come to my knowledge that such sales as represented by the said stock were made by the said firm." What sales did Cox represent to you as having been made of it? A. Well, the "represents" that he had bought these "represents" sales—that he had made sales?

A. Well, sales he had bought from me, and that is what I meant by that; I am not accountable for all the legal technicalities.

His Lordship—What fictitious sale do you complain of now? A. He arranged to buy from me to carry this stock for me; but it came to my knowledge that he never had this stock, and secondly, he turned it over in his books as if he had bought it.

His Lordship—How were you hurt? A. Why, the whole transaction is done in the same way.

Q. How did it hurt you—suppose he sold it forty times between the time he advanced the money to you on the absolute transfer and the time you sold it to him in October, what difference did it make to you? A. Just this—there was no more stock in the market, and he affected the market.

Mr. Blake—That is all you can say in explanation of such a statement, that it has come to your knowledge that such sales were made. He did not at the time of the settlement say to you he had made any sale of it? A. He told me he would buy it off me.

Q. Did he make representation he would make a sale of it? A. He bought it off me. Q. Did he represent to you that he had made a sale of it at that time? A. No; he would take it off my hands at that price.

Q. There being no sale, there could not have been fictitious sales? A. I say yet, instead of a sale it ought to have been a purchase—that is what I mean. My signature to the affidavit you show me. My lawyers put it in that way. I mean a purchase.

Q. I do not think there is any room for misconception here—since the payment something has come to your knowledge, now Mr. Cox did not tell you any sale had been made? A. He did not say any sale had been made.

Q. Did you, after this settlement was made with Mr. Cox, say to him on several occasions that you had been fairly dealt with? A. I do not recollect ever mentioning that to him.

Q. Will you swear you did not say so? A. I will swear, to the best of my belief, I did not say so. I did not think it was a fair deal; but I did not think he treated me well.

To His Lordship—The first time I was asked it was by Mr. Priestman. His lordship's examination, a few days before the writ was issued in this case; in January I first thought there was anything wrong.

Mr. Blake—What is it you think is wrong? A. Just what Mr. Cox says.

Q. What is that? A. That he had sold the stock; that is what I think is wrong.

Q. I think you have told us, when you asked for the stock he said he would give it to you—the first time you asked for the stock? A. Yes.

Mr. Blake, in addressing the jury, said that the skeleton of the case of the defendant is simply this: An arrangement made between Mr. Cox, Worts, and the plaintiff, whereby certain stock was to be dealt with as these accounts be to you show; from time to time the stock bought and held by Messrs. Cox & Worts, on certain terms, for Mr. Mara. That it was not a transaction in quite clear from a simple comparison of the two cases, that the plaintiff, who you find from them that from time to time Federal stock is taken in, and from time to time Federal stock goes out, so that in each of the months transactions are shown both as to buying and selling of Federal stock.

It was not the question of the plaintiff, but of the defendant, that the plaintiff had a specific lump of Federal stock, to be held by them as bankers or as brokers, the business was that of coming in and going out. Then, there can be no doubt whatever of these two persons being in the position of stock brokers; no doubt of the evidence from the accounts coming in and going out. Then, there can be no doubt whatever of these two persons being in the position of stock brokers; no doubt of the evidence from the accounts coming in and going out. Then, there can be no doubt whatever of these two persons being in the position of stock brokers; no doubt of the evidence from the accounts coming in and going out.

Mr. Oler—You cannot read that plain. His Lordship—You may read whatever is explanatory of the extracts read by Mr. Oler.

Mr. Oler contended that the proper time to read the evidence was immediately after he had read the extracts.

Mr. Blake said that he had mentioned to his lordship that there were parts of the evidence which he would read at a later stage.

Considerable discussion ensued upon this. Mr. Blake resumed his address, referring to the various extracts read by Mr. Oler in succession, and said: I was simply presenting to you in the first instance that the case of the plaintiff here selected, and I will now read the extracts from the testimony of Mr. Cox when he was examined before the court, and now I will say these are explained and modified by the explanations he had a right to give. I say this is not material, however, seeing that Mr. Cox has given the same explanations in the witness box before you here, but it is material to look for a moment at the claim as it is made here to-day. The object of the plaintiff was to buy stock of the Federal bank, and keep the same out of the market, and to endeavor to raise the price thereof; and what he says is that he pledged 1080 shares of Federal with the defendants. He alleges that on the 17th of October the defendants pretended to hold such shares on account of the plaintiff, and pretended to have made sales of the same, and claimed a balance due by the plaintiff to them; he says they claimed sales to have taken place, which had not taken place, and that he settled upon that. Now, you will see there is not one tithe of evidence to support that upon which the plaintiff has placed his right to recover. Now, just take a look at the affidavit in the same way, the one there is time Federal stock was taken in, and from time to time Federal stock goes out, so that in each of the months transactions are shown both as to buying and selling of Federal stock.

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he never received any value for them. How different it is from the way I was examined. He says generally, I put my right to recover simply upon this ground, that in the month of October, when I went to Mr. Cox for the purpose of getting back my stock, he had not the stock. Now, it has been proved before you that at that time Cox had not ready to deliver to Mara if the latter were prepared to receive it—therefore, the statement upon which Mara said in the box yesterday he was entitled to recover is proved to be a fiction—a shadow evolved from the fertile brain of Mara. When the first demand was made for the stock, the answer was given that the stock is here for you. Now what would you say to find in favor of my client? Is there there was an agreement made in June, 1888, spoken of by Mara, that it was an agreement that the money was not to be demanded unless two days' notice was given; and the stock was not to be demanded unless two days' notice were given. It was important to Mr. Mara, in order that he might have an opportunity of raising the money, that he should get two days' notice; it was important to Mr. Cox to have two days' notice in order that he might have the stock ready for delivery. Now, when examined before, Mr. Mara stated that Priestman knew that he would have to part with the stock in order to get the money, and that he had to get a loan; that if any one came to him to buy stock for him he would assign that absolutely to the broker, and the broker would have to get the stock to someone else; and he said that to the same as far as he knew. In order to get a borrow money, he assigned this stock absolutely to the person from whom you borrow; he said that was the custom amongst brokers, and that it was in fact the only arrangement made between two Cox and his notes until the time when he gave his notes to Mr. Forbes, who had made on his part to October 17th, it is evident that both the plaintiff and the defendant knew what they were dealing with.

Julian R. F. Boyd, the young gentleman of Montreal who was injured at the Iroquois accident on the Grand Trunk on April 29, is still at the Queen's, whether he was brought in a wounded condition. He still suffers pain and the doctors say he has sustained injuries from which he will never fully recover. He was taken to the hospital at the time of the accident. When asked as to any offer of compensation on the part of the company, Mr. Boyd said he believed some basis of settlement has been submitted. A reporter learned in Montreal that the company was negotiating the bill which they had agreed to pay.

A New Felt Hat for Gentlemen.—Every season introduces some changes in the fashion of gentlemen's hats. The spring styles are high round crowns with brims set partly flat and worn in black and brown. The most popular is a hat made at Dineen's hat store, corner King and Yonge street.

During the past five years thousands of patients have used my medicine and treatment, and have been cured. My medicine is in absolutely and permanently eradicating the disease, and is the best in the world. It is a safe and reliable medicine, and is the only one that will cure the disease. It is a safe and reliable medicine, and is the only one that will cure the disease. It is a safe and reliable medicine, and is the only one that will cure the disease.

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