FLEMMING PERSONALLY GUILTY OF EXTORTION ON RAILWAY CHARGES PROVINCE HAD TO PAY

MANY AMOUNTS NOT PROPERLY CHARGEARI

(Continued from page 3.)

struction Company, Limited, was duly incorporated under the con the Dominion of Canada, with all the rights and powers given by said act, with authority among other things to carry on the business of a const tracting and development company with authorized 'capital stock of the said company of \$1,000,000, divided into 10,000 shares of \$100 each, subject to the

That on the 30th day of May, 1912, an agreement was entered into by and between the said St. John & Quebec Railway Company of the one part and the said Quebec & St. John Construction Company, Ltd., of the other part, whereby the said Quebec & St. John Construction Company contracted and agreed to construct the said line of railway and other works, and for the performance by the said construction company of all things in the said contract between his majesty the king, acting therein in respect to the province of New Brunswick, and the said St. John & Quebec Railway Company, contained, on the part of the said railway company to be performed in respect of the construction of the said line of railway and other work. and in which said agreement it was stipulated that the said railway company should pay to the construction in consideration for the performance by it of said contract and agr the capital stock of the said railway company then remaining cepting 250 shares, each of said shares to be made, issued and h he said construction company as paid-up stock and non-assessable, all the first nds of the said railway company, and all the money which was to be received by the said railway company, and all the money which was to be received by the said railway company from the government of Canada for subsidies by the said railway.

Wherefore it appears that said construction company assumed the position and was substituted in place of the said railway company so far as the con-struction of said line of railway and all the works connected therewith was concerned. The railway company remained nominally the contractors for the construction of said line of railway, the said construction company the real and actual contractors therefor and it was through their officials and books of accounts that evidence was furnished to us of the receipt upon prog-ress estimates and otherwise of all moneys from the proceeds of said bonds for construction of said railway, as well as the payment and disburser moneys to the several sub-contractors and other employes in the const all moneys to the several sub-contractors and other emple of said line of railway. The incorporation and organisa company of the said contract for the building of the said line of railway, th guaranteed bonds, the dominion subsidy and the capital stock of the said rail-way company was, according to the testimony of Mr. Gould, done under the advice of counsel for the purpose of making the said capital stock of the company paid-up and non-assessable, a proceeding necessary for the purpose of satisfying the said act, authorizing the issue of said stock in respect to said capi-

tal stock being paid-up and non-assessable.

That A, R. Gould, of Presque Isle, in the State of Maine, was president

of the St. John & Quebec Railway Company.

That some time in the month of June, 1912, by a memorandum of assign ment and transfer between said A. R. Gould of the one part and said con-struction company of the other part, the said Gould transferred to the said construction company certain claims against the St. John & Quebec Railway Company, amounting to \$1,000,000 for \$999,000 payable to Gould in fully paid-up and non-assessable shares of the said construction company or 9,900 sh ital stock of said constr

TRANSFER OF GOULD CLAIMS.

Inasmuch as some of the provisions of said memorandum of assignment and transfer may affect the claims of said Gould to be paid a salary of \$5,000 a year by the construction company, we deem it appropriate and convenient that a draft of said memorandum of assignment which appears in the minute book of the said construction company, which is in words and figures following, be set forth in full:

"Memorandum of assignment and transfer "By Arthur R. Gould, of Presque Isle, in the state of Maine, hereinafter

eferred to as the tran "To Quebec & Saint John Construction Company, Limited, a body pol

and corporate, having its principal office and place of business in the city of Montreal, in the province of Quebec, hereinafter referred to as the transferee."

"Whereas the said transferor has for some time past engaged in furthering the interests of the St. John & Quebec Railway Company by arranging for the organization of such company and the securities of a guarantee by the province of New Brunswick of bonds to be issued by said railway company to pay for the construction thereof, the obtaining from the government of the Dominion of Canada an agreement to guarantee the bonds to be issued by the railway com pany, to pay for the construction of bridges required by said railway, as als of an agreement of lease by said latter government of the said railway so soon as constructed, the sale of the first mentioned bonds, the arranging for certain rights of way of said railway, the obtaining, by making himself personally responsible with others therefor, of the large sums of money required in order to the company to begin the immediate construction of said railway, the making of the plans for said railway, and has expended at the request of the said railway company, considerable sums of money in connection with the said matters, as in connection with the survey of the line of said railway, the location thereof, the obtaining of the said rights of way, the initial work generally in connection with said railway, the value of which services, including the said disbursements, has been recognized and admitted by the said railway com-

Whereas, the said transferee has contracted with the said railway company to construct the said railway, and that the said railway company has agreed to transfer to the said transferee, in consideration of such construction, all its debenture stock guaranteed by said government, as aforesaid, or the proceeds thereof, together with other securities which have been accepted as sufficient by

"Whereas, the said claims of the said transferor, against the said railway , include considerable work and services and disbursements, which are in the undertaking of the said transferee in favor of said railway, and that the work which will have to be done by the said transferee by reason thereof has been reduced and diminished pro tanto;

"Whereas, the transferor has offered to transfer his said claim against the said railway company to the said transferee, in consideration of the sum of nine hundred and ninety-nine thousand dollars (\$999,000), payable to said transferor in fully paid-up and non-assessable shares of the said transferee;

The said transferor hath transferred, assigned and made over, and by the presents doth transfer, assign and make over unto the said transferee, hereto present and accepting for itself and its assigns, all his, the said transferor's rights, claims and privileges against the said railway company for all work and labor done by said transferor for the benefit and advantage of said railway company and for all services rendered by the said transferor to the said railway company, and for all expenses and disbursements, incurred and made and advanced by said transferor for the benefit and advantage of the said railway company, which are fixed at the sum of one million dollars (\$1,000,000), hereby esting the said transferee with the said claim against the said railway com pany, for said amount, as with all the rights and privileges of the said trans feror in connection therewith, hereby authorizing and empowering the sald transferee to deal with the said railway company, in connection with the settlement of said claim, or the compromising of same, upon such terms and conditions as the said transferce may consider advisable; the settlement, receipt equittance and discharge of the said transferee to be as effective and bindi and valid in every way whatsoever in favor of the said railway company as the settlement, receipt, acquittance and discharge of the said transferor, the said transferor hereby appointing the said transferee his irrevocable attorney, in so far as necessary, with full powers in connection with the said claim, hereby agreeing to give such assistance to the said transferee at all times as the said transferee may require in connection with the establishing and settling of the

"The present transfer and assignment is thus made for and in conside a sum of nine hundred and ninety-nine thousand dollars (\$999,000), said transferor hereby acknowledges to have received from the said to be by the delivery to him of nine thousand nine hundred and the said to the

Company by indenture hearing date the day and year aforesaid executed to the Prudential Trust Company, Limited of Montreal, therein called the trustee, in which indenture his majesty the king, acting on behalf of the province of New Brunswick, is a party, is a trust mortgage, to secure the said bonds or debenture stock authorized to be issued by the said railway company and guaranteed by the said province of New Brunswick as aforesaid. The said bonds or debenture stock was guaranteed by the savenues took was guaranteed by the savenues to the savenues to the said bonds or debenium stock was guaranteed by the savenues to the savenues to the said bonds or debenium stock was guaranteed by the savenues to the savenues to the said bonds or debenium stock was guaranteed by the savenues to the said bonds or debenium stock was guaranteed by the savenues to the said bonds or debenium to the said b loc and sold en bloc and realized the sum of \$4,069,362.54 which was received

It was agreed by and between the said railway company and the said Pru-lential Trust Company Limited, trustee, as aforesaid that the trust company would pay or allow interest to the said railway company on all balances in their

hands at the rate of four per cent. per annum.

That in or about the month of April, 1912, A. R. Gould and others borrowed from the said Prudential Trust Company the sum of \$850,000. According to the evidence submitted by Ralph D. Hoben, the bookkeeper and accountant of the said construction company, and substantiated by company, the sum of \$275,000 was expended by the said railway company in the construction of the aid line of railway before anything was received from the said moneys in the nds of the said trustees, being the proceeds of the sale of said be

of the said railway company and the said loan of \$350,000 by the said Pru Trust Company, Limited, to the said A. R. Gould, and his associates, h ortant, and will be referred to at greater length in this report, inasmuch ounsel in the support of the said charges contend that some, if not all the paysaid initial expenditure above referred to before any moneys were re-om the said bonds more than set off any payments made from the pro-

It is quite manifest that Gould and his associates who constitu hn & Quebec Railway Company believed that with the guaranteed bonds of 25,000 per mile by the province and the amount of money they would be ortrare bonds and the moneys received from dominion subsidy they would be in a position to construct the said line of rail-way, according to their said contract, and it appears by the evidence that hu for the disturbance and depression of the money markets, they would probably have been able to market the second mortgage bonds and would have performed and carried out their said contract to construct the said line of railway, and they evidently convinced the government of their bona fides and of their resource and ability to finance the undertaking and to construct the road.

Although it is shown by the evidence that Mr. Gould and his as the purchase of stock of the railway company put into the enterprise the \$25,000, it is apprehended that no one concerned with the inauguration ar motion of this enterprise expected or believed that they propoundertaking with their own money or capital, but that as bonds guaranteed and second mortgage bonds would produce the moneys to carry on the undertaking to completion, nor can this attitude. artles interested be said to be an unusual or uncommon or unor, in the history of railroad building in this province, or for any part of Canada it seldom, if ever, happened that the parties undertaking promotion and building of a line of railway have put much or any of their

This failure, on account of the acute stringency of the money market, Lisman & Company who were, it was proved, reputable bankers of New Y and who had undertaken the marketing-of the second mortgage bonds to the situation to come to the rescue of the railway company and on the 18t day of April, 1914, an act of legislative assembly, 4 George V., was passed grant ing further aid to the Saint John Valley Railway, by which a further guar of the bonds of the said company was authorized upon the terms and con

in mind, were bonds of the railway company; the proceeds thereof were in a sense the moneys of the railway company, the process thereof were the sense the moneys of the railway company, but the trust company under the terms of the trust mortgage were only authorized to pay out to the said railway company any moneys, the proceeds of said bonds, upon an order of the lieutenant-governor-in-council, based upon the progress estimates as the construction the funds and were placed in a position to see to it that all the mo ceeds of the said bonds should be expended in building the said line

INVESTIGATING DIVERSION OF FUNDS. That brings us to the branch of the enquiry as to whether or not any this money paid to the said railway company was diverted from its proper channels. In order to reach an intelligent conclusion in the premises it is essential to ascertain, if possible, to what use the money claimed to have been diverted was put, also what was meant by the term "diverted" in the said harges made by Mr. Dugal, as also what was meant by the term in the said act authorizing this enquiry.

With reference to this question the charge is formula That a large amount of said moneys so paid the Saint John & Quebec Rail way Company was diverted from its proper channel and has been used for pur poses other than the construction of the railway;" and as herein before set on it is charged that the company received a total sum of \$3,321,573 being the proceeds of the bonds guaranteed by the province to the amount of \$2,728,573 to ed by the province to the amount of \$2,728,578

gether with the sum of \$543,000 dominion subsidy."

"In the argument which was presented to the commission by connset of behalf of Mr. Dugal a distinction was drawn between the general moneys of the railway company and the moneys furnished the company from the proceeds of the guaranteed bonds. Counsel took the position that many items of expenditure not improperly chargeable to the construction of the railway, should not be charge upon the proceeds of the bonds for reason which will be more specifically alluded to when processory and it. ded to when necessary, and it was contended that the use of the money in the way indicated by such expenditure would properly fall to constru count, and it was preed also that another class of items which will be men ioned in detail were not in any way primarily or ultimately chargeable ainst the mad at all

When we examine the different items of contested and objected expe ture, which constitute the alleged diversion, it will be apparent that the over whelming bulk of so-called diversion falls into the category first above allude to, namely, expenditure properly chargeable to the construction of the road, but ccording to counsel for Mr. Dugal, not properly chargeable to the fund in tion. On the other hand, counsel for the attorney-general and for the ning maintained that there was no diversion, if the moneys hon estly went into the cost of the road, and inconsequence, the charge of diversion failed in so far as it rests upon the first classification of expenses above alluded to, viz., items properly chargeable to construction, but not chargeable to the

If the payments in question were bona fide construction payments it was urged that the said fund was properly chargeable therewith in every instance; but it was virtually admitted by the last named counsel that there were some items, few in number and insignificant in amount, which had found their into the account and were not properly chargeable to construction at all.

The finding upon this branch of the inquiry involves a review of the items objected to, and they are as follows: First, the sum of \$30,197.14, being the cost of a survey of the proposed road made by David F. Maxwell, C. E., for the government. In the act, chapter 6 of 1910, being an act in aid of the construction of this projected line of railway, authority was given to the lieutenant-govacil to cause a survey of the proposed line to be made under the a competent engineer to be by him appointed, and in the section ection of a competent engineer to be by

of the act which authorizes such survey it is provided that:

"The province is to be reimbursed for whatever expense it may incur for any such survey, report and estimate by any company with which a contract may be entered into, etc., and when the contract itself was entered into be tween the government and the railway company the above statutory provision was embodied in section 12 of the contract, which reads: '12. Before any such bonds shall be guaranteed the company shall repay or reimburse the Government of New Brunswick the costs and expenses of such survey, plans, report and estimate so made under the direction of the said David F. Maxwell, of and

It is admitted that the cost of this survey was paid by the railway company struction company, and no attempt has been made to make it appear otherwise for, as contended by counsel for the government, the charge is a proper one to for, as contended by counsel for the government, the charge is a proper one to go into the construction of the road, and no question of diversion can arise with respect of it; but, it is put forward by Mr. Dugal's counsel, it should have been paid before the bonds were even guaranteed and its payment from the pro-ceeds thereof was pro tanto a diversion. In other words, the railway company was supposed, and by statute and contract bound, to have put in this an venture before it was in a position to ask for a bond guarantee, but of carrying out such arrangement it is contended that this provision ore such diversion as is claimed.

the meaning to be attached to that word in the series of charges now us. If, as contended by Mr. Fowler and Mr. Teed, no moneys going into the road could be said to be diverted, there was no diversion here because unt in question is undoubtedly chargeable to construction. If, on the ther hand, as contended by Mr. Carvell and Mr. Stevens, the proceeds of the bonds are not properly chargeable to this item, there was in that sense a diver ion, for this amount was certainly charged against that fund.

Having regard to the wording of the statute and of the contract by both of which it is provided that the said expense was to be repaid or reimbursed to the province as a precedent to the guaranteeing the bonds, it seems to the that the manifest and proper construction to be put upon them, in this particular, is that the company should have provided the moneys for the engineer's unt before getting the guaranteed bonds, but the course which they followwas known to the government and acquiesced in, if not directed, by that equently, little blame, if any, is to be imputed to the company with reference to this particular proceeding, but for the reasons indicated above, WE THINK THERE WAS A DIVERSION IN THE SENSE CONTENDED FOR BY MR. DUGAL'S COUNSEL, BUT AS HEREINAFTER EXPLAIN-ED WE DO NOT THINK THAT PAYMENT OF THIS SUM AMOUNTED TO A DIVERSION WITHIN THE MEANING OF THE CHARGE AS LA

The next item was that of interest which figures, as always, son gely in the works of the nature under consideration. We are inclined to acnpany, this item appears as \$14,400, while he figures it at the sum of \$12,989. We do not consider it necessary to recapitulate the reasons nor to reproduce the accounts by and from which he reaches the conclusion above in-WE AGREE WITH HIS COMPUTATION IN THIS REGARD AS WELL AS HIS STATEMENT THAT-JOSHNI SVM 0015 30 WINS THAT TRLY CHARGED AS INTEREST ON A PAYMENT MADE ON AC-COUNT OF A NOTE GIVEN BY MR. J. D. SEELY IN SETTLEMENT F HIS CLAIM FOR CONSIDERATION FOR WORK DONE FOR THE CAILWAY COMPANY, WHICH HAS BEEN CHARGED AND SUBSE-OUENTLY WITHDRAWN.

Another item in the interest account claimed by Mr. Carvell to be a diver on is the sum of \$12,000, being two years' interest on \$100,000 from July 31, 1912, to July 31, 1914, at six per cent. It seems that an agreement was entered nto between the trust company and A. R. Gould and others by which the latborrowed from the trust company the sum of \$350,000. With a portion of amount the construction of the road was financed and paid for until the nder the progress estimates became available. IT IS APPARENT THAT A PORTION OF THIS AMOUNT—PRACTICALLY \$100,000—DID NOT GO INTO THE ROAD, and from the standpoint of this inquiry as authorized by the statute, it is of no importance to us unless and until it shall seeds of the bonds are being utilized to

IT IS APARENT AND NOW AGREED ON ALL SIDES THAT IT WAS WRONG TO CHARGE THE FUND IN QUESTION WITH INTER-EST UPON ANY PART OF THE LOAN NOT USED FOR THE PUR-POSE OF THE ROAD, AND MR. BLANCHET'S AUDIT ELIMINATES FROM THE ACCOUNT TWO YEARS' INTEREST ON \$100,000 AT SIX

Before the progress estimates could be realized upon a large part of the m so borrowed, viz., \$259,000, had been put into the construction of the road, stvalent to a repayment of the said loan to that extent. On June 25 last, when Mr. B. Hal Brown, president of the trust company, testified before us, it appeared that the loan then stood at \$143,000, it having been reduced to that amount by payments made from the amounts directed by order-in-council to be paid the railway or the construction company.

At the present time the loan stands at a little less than \$100,000, and it is the opinon of the commission that any further payments upon this loan from the proceeds of the guaranteed bonds will be an improper use of such funds and a lottle liked ing and cheering. Jane and I both liked a position to say whether there has already been a diversion here to the amount by which the loan at present falls below \$100,000, but we are clearly of opinion that no further payments in reduction of said loan should be made from the said fund.

QUESTION OF CONTRACTOR'S PROFITS.

The next item that is objected to and challenged as diversion is an amount ulated by Mr. Carvell at the sum of \$14,000, which is added to the estimates as contractors' profits, and which is claimed by virtue of a rearrange ment of business connection between the railway company and the construction company consequent upon the legislation of 1914 by which the government secured from the railway company 51 per cent. of its capital stock consequent upon the indorsement of the provincial guarantee upon the company's additional nd issue. Prior thereto the construction company held the railway company's stock almost in its entirety, and by reason of such holding it would become irtual owner of the road with whatever benefit would attach thereto.

The re-arrangement effected by the legislation of 1914 involved, or was folowed by an agreement between the two companies to the effect, as far as conerns this matter, that the construction company would charge the railway company a profit of ten per cent upon its outlay and it is this percentage nting from the 1st of January to the 18th of April to the sum of \$28, 124,06 which is called in question here. This percentage was contained in the progress estimates submitted to the government during the period indicated, but it did not appear as a separate item or in separate items, but unto each item of expenditure the percentage had been added, though not so indicated in the ac-

Until attention had been specially drawn to this percentage addition nothing in the appearance of the account would indicate its presence or arouse enquiry and there is no evidence that attention is drawn to it. The result, therefore, was that in the months named and indeed until at least the end of July last a part of the proceeds of the guaranteed bonds have been utilized to pay this ten per ent of contractors' profit over and above the cost of the work done on the

REASONABLE PROFITS ARE TO BE COUNTED IN BUT THE RELA-SHIP BETWEEN THE GOVERNMENT AND THIS COMPANY AS THAT THE BONDS HAVE BEEN GUARANTEED AND THE PRO-CEEDS AVAILABLE ACCORDING AS THE WORK IS DONE UPON EACH DIVISION AND WE DO NOT THINK IT IS PROPER TO CHARGE AS WORK DONE THE AGREED PROFIT BETWEEN THE RAILWAY COMPANY AND ITS CONTRACTING COMPANY.

The next item of expenditure which is criticized was an amount of \$94,625 caned by the trust company to the railway company to implement the amount which the bonds would have realized if they had brought 98 per cent and the sum which they actually did realize when sold. By the legislation embodied in Chapter 25 of the Acts of 1912 it was provided inter alia: "That if the whole or any portion of said bonds be guaranteed and the proceeds thereof deposited with a bank or trust company such deposit must in no case be less than ninetyeight per cent of the par value of said bonds." (Section 8.)

As a matter of fact when the bonds were sold they brought only 958-4, at which figure their proceeds fall below 98 by the amount last above named. To fulfil the provisions of the act the railway company borrowed the difference from the trust company, then immediately deposited it with the last named company, and arranged to repay it by crediting to such loan account 21-2 per cent of the amount called for by each order-in-council. But it was admitted by Mr. Carvell that the legislation of 1918, Chapter 89, by which 95 per cent, instead of 98 per cent, must be deposited as above provided, made it impossible to maintain that there was a diversion by the company in that regard, at least in the sense and meaning of the statute under which we are sitting, for this egislation freed the borrowers from such liability and the full proceeds of the nds as sold remained with the trust company.

Considerable discussion took place over the fees paid to different solicitors

who from one standpoint or another, had different dealings with the railway any and with the construction company

Speaking generally on this branch of the inquiry, we do not think that fees paid by either company to secure its incorporation should be chargeable in the proceeds of these bonds, although it is manifest that as far as the construction of the road is concerned, they or some of them, might be a proper charge in the final analysis of the total cost of the road.

THE RELATIONSHIP BETWEEN THE PROVINCIAL GOVERN-MENT AND THE RAILWAY COMPANY WAS THIS: THE COMPANY WAS TO BUILD THE ROAD-INVOLVING ALL PREPARATION OF ITS PART TO FIT ITSELF TO DO SUCH WORK-AND THE GOVERN-MENT WAS TO ASSIST THE COMPANY BY ORDERING PAYMENTS TO IT FROM TIME TO TIME, FROM THE PROCEEDS OF THE GUAR-ANTEED BONDS, WHICH PAYMENTS SO ORDERED DEPENDED FOR THEIR AMOUNT UPON THE CERTIFICATE OF THE GOVERNMENT (Continued on page 5).

SOON CAUGHT IN CAMPBELLTON

Picked Pocket of Theatre Manager and Caught Later With the Goods.

Campbellton, Nov. 19-A robbery of a exciting character took place at Dalhousie early this morning, Nov. 19, when couple of sneak thieves attempted to relieve S. W. Dimock, the new proprie-tor of the Star Theatre, of his bag of cash, rubbers and other impedimenta. While Mr. Dimock was waiting in the Queen hotel for the express for Campalton, he observed two men enter the alton, he observed two men enter the atel. Soon after Mr. Dimock sought is rubbers, to go to the depot, but acy were missing. Further investigation revealed the fact that his bag of the accounts from the theatre ge; the receipts from the theatre with some other things had been re-moved from his overcoat pocket, which he had left hanging in the hall. It took lly a few minutes to interest the chief police and put him on the track of the men who had been seen visiting the otel. In less than an hour they were

hotel. In less than an hour they were rounded up in the Allen House, one of the couplet wearing the new rubbers. The suspects consternation when ask-ed about the rubbers was 'ais undoing; ped the bag of money, the chief immediately taking charge of it. The thief gave his name as Ryan from Fredericton. No charge was laid against the second suspect, and he was allowed to go. Ryan will be brought up for trial in Dalbousie.

When searched on reaching the jail we skeleton keys were found on him.

MR. MARTIN OBSERVES THE ONE-PIECE BATHING SUITS AT OSTEND. Ostend is entirely different. Our er-

rand there, as by my instructions, was to inspect the bathers. Cousin Felicia pretty much skipped the errand, but Jane and I were faithful to it. We walked

down on the beach, and the has wall, on the back steps of a bathing machine, taking the air. She was a lady bather, and it seemed to me that at least sixty cent. of her was handsome, bare, white legs. Jane thought seventy per cent. We went on, very much encouraged, to where the bathing was still active. It was just as you have so often read or seen in pictures. One very much abbreviated garment such as men bathit very much, and hung about till lunch time, getting lessons in civilization. It was very improving. You can't tell what you admire until you have seen it. Here at home we have been working along up from pantalettes, and have come, af-ter some generations. ter some generations, to a convention that lets men into water fairly free from excess of raiment, and has shortened the bathing-skirt of women. But it still prescribes the skirt and stockings for women. But at Ostend, and I guess all up and down that shore from Scheven-ingen to Gibraltar, the bathing girls and women are emancipated both from skirts and stockings. And they look very nice and quite proper, because propriety is all convention. A girl in tights in the water at Ostend was more conspicuous and therefore seemed less modest, than her bare-legged sisters, and the women in skirts and stockings (there were a few) seemed conspicuously prudish and less suitably clad than the rest. "Proper"

NAPOLEON'S RETURN FROM ELBA AS SEEN BY ALBERT GALLATIN AND HIS SON.

is suitably clad than the rest. "Proper ally means suitable, and the single ece suits the girls wore were certainly itable and therefore presumably proper.—From Abroad With Jane, by E

March 4, 1815—A day of great ex-itement, news has reached Paris that Napoleon had made his escape from Cannes; that he had been received with

The king and royal family went to he Opera and had a great reception.

March 5—Great consternation, courie

March 6, 1815-No news further than we had yesterday. They say the king s very calm. I saw him driving in state

Sat for my portrait—that is, like a model, I had to pose nude.

March 10—The emperor is marching on Paris—gathering men on his way.

Some say he has already 100,000. March 11-All sorts of One does not know what to believe.

March 14—The emperor was at Grenoble on the 7th with over 100,000 men. March 16—The emperor marching, steadily on to Paris. Acclaimed every-

where. Father says the royal family will leave Paris in a few days. He has private information but has not tole me any details. I walk about all dayands of young men shouting Empereur." It is very exciting L'Empereur." It is very exciting.

March 19—The king and royal fan ily leave Paris tonight. The with a huge army is expected at Fon-tainebleau tomorrow. The people in the street look depressed and uncertain what to do. Father has told me to remain

March 20. Paris, 11.30-The emperor arrived this evening, most of the imperial family were at the Tuilleries to gree him—all day the greatest confusion. Of ficers and their staff, couriers, mess gers, etc., galloping wildly about streets. Great carts of baggara

rniture. It is very amusing, he shops closed, tors standing on tables making speed roars of "Vive l'Empereur," "Vive petit Caporal," I don't know if it genuine or not, the French are so citable.—From A Dairy of James atin in Europe, in the September Scri

"An' we went to a big department shop," said Uncle Jed, on his return home. "an' we got into one o' them 'er things wot whizzes ye clean up to the op—wot in tarnation is their name, ma "Shop lifters, Jedediar," Mrs. Shuck

CHARG **PROVINCE**

ENGINEER THAT WORK HAD BEEN DO PRELIMINARY SOLICI

"We think it is quite legal expenses necessarily costs, preparation of deeds counsel fees paid in proc on unavoidable litigation outlay on the above lines moneys so received upon t include that class of exper railway company had pre-bound itself to do. It remoney into the enterprise No doubt it had groun

ment gave credence to it. pectation was not realized, INEFFECTUAL ATTEM DENCE BY THE ACCO CHARGE UPON THE EXPENSES OF SOLICIT COMPANY PRIOR TO INTO.

We think the proceed in payment only of the In view of our opinio desirable to recapitulate traveling expenses and th ed or disallowed is too think that the premium judged by the same princ COL ONE YEAR'S SA

As to the salary of to A. R .Gould, presiden ment entered into between month of June, whereby construction company, o his salary for the first proper charge, nor do we only two years' salary st holders of 51 per cent of 1914 is carried into effect, estimating the expenses opinion that the enginee salary, as well as the sale officials of the company, L. E. Gould, president for office rent by the pre GLEANER AND WIN

AS TO THE AMOU IVELY, AND CHARG INSTIFICATION NOR ACCOUNT WAS OFFE OF THE ENQUIRY TH

Now these items, the Mr. Carvell along the lin nission he calculate ever, to say that Mr. Car unpaid on the \$350,000 1 poses, which he claimed by the Prudential Trust teed bonds were not ple payment it did not seem appear that the proce it was fully shown that represented by an equal

The full claim of div above discussed, totalling upon each item, and if mstances, it is appa wrongdoing which we a

Turning back for \$800,000 paid out of the company was diverted i did not go into the cons for the 117 miles under company received from the dominion subsidy t for the said 117 miles. completed, will not cost will take \$600,000 addition and Centreville, and besi the sum of \$200,000.

The statements of ceived their enormous su large amount of it entire which was the clear pu Now we have seen

support this grave charge items which appear in t construction of the said be properly chargeable stances, but under the properly charged to co Maxwell survey, althou tract founded upon it With reference to m

the question is not raise struction, but that they of the bonds. Can it mind such items as the posed for a moment if items composing the \$1 the legislature that this this branch of the ch the evidence shows at by the company. They pany and one or more estimates and passed up

Mr. Dugal's charge there has been no diver judged from that standy FINDING ON ACTUA

> We were directed way to the date of the April, 1914. In considering this item should be include tained in a handbook tawa, made up for the

outlay should properly classification of expend department issued in It has already, been Company itself did not St John Construction work was let in three