at the time of the ne Edmonton to the west a Biche, and thence to Fort about 235 miles, and a ng a total of 260 miles. The Conclusion.

lewed at some length the bearing on the subject ms of the resolution rely members of the Govthe Legislature against nce casts any suspicion remier and Attorney-Genornwall. With reference it is admitted that h 00, and expects \$10.500 to that extent at least he regotiations, the contract He has stated that ryone in the project of a sthat he is satisfied that a ernment: and vet from a nterests of the Athabasca ne is to accept his evidence ave lost all interest in the ng made, and made no did not concern himsel view of the interest he in trying to get a rail ed by such a road, it is nd such a frame of erprise would have been mything improper, but is circumstances, however conclusion; and h hat he received any other interested in any other prise, and it must be held

t of the evidence is towards

whether the Premier or At or is interested in t will be apparent from the facts that little i can be made between the it Mr. Cross seems to have losely in touch with Mr. nce shows that in 1908, when encouragemen of a guarantee o a to Mr. Clarke, who was ranger from the United ad no interests whatever the Athahasea Syndicate ed any assistance, although d only for a guarante ut not to exceed \$13,000 st at 4%, and had shown g a strong probability that 18th October, 1907, indeed engineer's estimate. of building the road as It suggests be added for contin ere were any special there is not, as the evight come up to \$20,060 uld be a fair assumption ng an estimate such as d not err in making the Tihs letter was pro-nission by the Premier and heen furnished by the en the negotiations were receipt of this letter and was still the stranger he got a promise of as ed for before. A guar-20,000 a mile at 5% was pany. Sidings and ter-included in the former acreasing the mileage \$400,000, and by \$750 for nly the minimum sidings may be less, but seldom is the average cost per mile line. In the guarantees dian Northern and Grand no special provision is ed to sell all its bonds before of anything on the road. of course, a considerable on the capital while it e it is actually earned. teed for the Canadian efly roads authorized by the Company alto as incorporated by Midland Railway, and Incorporation, as aled, bonds can be issued to so much of the line constructed or under conrestriction is imposed n Act which authorizes the ovince guaranteed. The ade to this Company, as eated, upon completion of thout ballast, in ten mile the result that at the end unballasted road, with 000,000 paid over and no ation or even equipment

treasury, and has trans-Rutherford's attention being possible consequence, h vision by saying that be operaetd as 50 mile ed. It is perfectly Act of Incorporation pro shall be done, but while penalty for failure to com the proceeds can be with gle mile of road is comas is already shown, the ut, under the terms o and agreement, "upon the except as to the ballast) ndicates that ballast is un e the road is complete in tly before the Company leage, even Dr. Waddell put

a company which has not

e outside, but for some un ed on Page Three).

ROYAL COMMISSION'S
REPORT PRESENTED

In indicating the continues of the same proposed for present the same proposed for the same pro Northern main line, in which the Crow's mined. There was a meeting of Dr. Nest is given as the standard. Mr. Mann Waddell, Mr. Goddard, and Mr. Phillips in his letter submitting these specifications with Mr. Cushing and Mr. Stocks in the points to many defects, some of which are immaterial in the case of roads subject by a meeting in the evening, at which to the Board of Railway Commissioners Mr. Cushing was not present. Mr. Cushof Canada, which has its own regulations. In cusning was not present and of Canada, which has its own regulations ing says he has no recollection of being No provision is made to remedy these definitioned by any other member of the

o favor the Railway Company.

Unfortunately, in the absence of Mr. the Government; that as far as his recol-Clarke as a witness, no estimate can be lection goes it was only from these enplaced on his personality or persuasive powers. But the fact that intelligent men acting as trustees make an agree-says that he himself had been aware for mental the rate was not mentioned. Mr. Rutherford and Mr. Cross say the rate was discussed.

No serious criticism seems to be made of the amount, \$400,000, fixed as the ment with a stranger for work to be done by him, and make concessions vastly him, and make concessions vastly and that Mr. Goddard was one of them. n excess of what were asked by others They both admit that Mr. Clarke's name for the same work, and of what are was mentioned as the promoter. Mr. granted to others for similar work, and Stocks says that they not only discussed with absolutely no knowledge of the cost the physical features of the country, but of the work to be done other than that also the grades, and that he and Dr. offered by the other party to the contract, Waddell disagreed upon the maximum may reasonably give rise to the suspicion percentage of grade, a circumstance gion is that that motive is norganally cumstances related are consistent with Phillips, were examined as witnesses, such a conclusion. The suggested in-timacy between Mr. Clarke and Mr. or Mr. Stocks ha hadd no kind of intithe proceeding with the mation that negotiations were actually building of the road without having fulfilled the legal requirements, suggesting a relationship warranting the belief that the Government will approve of what is done, are also consistent with this view. But the facts are consistent with other conclusions, and in addition to that fact, direct testimony is given by both Dr. Rutherford and Mr. Cross to make a recognissance: that in consistent is compared to make a recognissance: that in consist the road without having on foot, would be a sudden visit by "(Sgd.) A. C. RUTHERFORD, "Premier. Suggesting a relationship warranting the belief that the Government will approve to the engineers calling for some explanation by way of introduction. I believe the fact to be that at the meeting in July—

"W. R. Clarke, Esq., "Kansas City, Missou i, U.S.A."

"Kansas City, Missou i, U.S.A."

For reasons I have indicated, the evidence satisfies me that as a result of distinctly understood that Mr. Clarke had engineers calling for some explanation by way of introduction. I believe the fact to be that at the meeting in July—

"Kansas City, Missou i, U.S.A."

"Kansas City, Mis by both Dr. Rutherford and Mr. Cross to make a reconnaissance; that in conexplicitly denying any personal interest sequence of the assurances then and there
whatever, and it cannot be said that given him they would actually start out
Mr. Clarke. whatever, and it cannot be said that given him they would actuary start out in the evidence itself, or the manner immediately; that on their return Mr. I say including Mr. Cushing, because, in which it was given, furnishes any Clarke would make a definite proposal to repeat what I have said in other reason to doubt its correctness, and the to the Government for a guarantee of words, if Mr. Cushing had the knowledge only ground for rejecting it would be bonds; that the Ministers were ready and was consulted and assented with for doubt that the inference of personal any other details of the contemplated interest is the only reasonable inference arrangement. to be drawn from the circumstances Finding this as I do, there is, in my to be drawn from the circumstances related, and in view of the positive denial, it can only be said that, in the opinion of your commissioners, the eyidence does not warrant the finding that months later—Mr. Clarke's engineers the proposal in definite form—

Tinding this as I do, there is, in my directed against the contents of these two Acts tell equally against Mr. Cushing, and if they afford no ground for an imputation of dishonesty against him—and I there was or is any such personal interest on the part of Dr. Rutherford or Mr. to present his proposal in definite form—Mr. Rutherford and Mr. Cross.

Minority Report by Judge Beck. EBNOR OF ALBERTA IN COUNCIL: Sir,—I have the honor to present this as my report, in pursuance of the Commission recently issued by Your Honor Minty, a certain special provision was and directed to the Honorable Mr. Justice Scott, the Honorable Mr. Justice and which has been taken as casting sus-

The necessity for my making a separate report arises from the fact that though in the result my answers to the precise points of the inquiry are perhaps not materially different from those of my colleagues, the evidence has made quite that in the first instance it was not Mr. materially different from those of my colleagues, the evidence has made quite a different impression upon my mind with regard to the motives which actuated and the intentions which occupied the minds or Mr. Rutherford, Mr. Cross and Mr. Cornwall, the only persons, being "Officers of the Government or Members of the Legislature," upon whom any imputations were cast during the progress that two at least of the directors shall icated, I find myself unable to concur. My colleagues are of opinion that it is t important to find what is the truth with regard to Mr. Cushing's knowledge of what took place at the meeting of the Ministers in Calgary in July, 1908. In I attach no importance to the provision

Ministers in Calgary in July, 1908. In my opinion it is of the greatest importance to do so. Criticism is made of Mr Rutherford and Mr. Cross on the ground of their knowledge of various things at various stages of the affairs which are the subject of this inquiry, and from this, the subject of this inquiry, and from this, coupled with Mr. Cushing's supposed ignorance, is drawn an inference, or at least a suspicion, of an undue favoring of this Company on their part, with the intent of obtaining benefits from it, which provides for the Ministers' approval
of their knowledge of various things
of the tariff of rates to be charged, and
at various stages of the affairs which are
the subject of this inquiry, and from this,
coupled with Mr. Cushing's supposed
in the provisions against discrimination, seem to me to be sufficient to
make the provisions of Section 210 unleast a suspicion, of an undue favoring
of this Company on their part,
while not even a suggestion of obtaining benefits from
it,
while not even a suggestion of suspicion
long, and what remained
the financial standing in Kansas City. Some
of these—dated in June, 1908—were porduced by Mr. Cross Furthermore,
Mr. Rutherford was of opinion that
the bad good grounds to believe
that the Government shall have the opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the Government shall have the
opthoriton that the same explanation.

Mr. Rutherford was of opinion that
the Government shall have the
opthoriton that
the Government shall have the
opthoriton that
the other provisions against discrimination, seem to me to be sufficient to
make the provisions of Section 220 the
Commake the provisions of Section 220 the
commake the provisions of Section 220 the
commake the provisions of Section 220 the
the dome. The shall have the
opthat the Government shall have the
opthoriton that
the other provisions of Section 220 the
that the same explanation.

Mr. Rutherford was of opinion
that
the Government shall have the
opthoriton that
the other provisions of Section 220 the
that the Railway Combany and
the intention was of

purchase of the road by the Province.

Section 239 seems of no importance.

Section 240 requires the same retu

for contractor's profit, and is for the general line, the sidings being estimated at something under \$10,000 a mile. And after all this the surplus, which, if the bonds had been sold at their actual value, would have been about half a million dellars, is to be given to the Company. Woods, then Deputy Attorney General, The standard fixed, too, is that of a road. The standard fixed, too, is that of a road by direction of Mr. Cross, commenced some other slight alterations. Little, and the consideration and preparation of the some other slight alterations. Little, to determine, and, as the evidence shows, admittedly of a low class, whereas in the other cases the standard set is that of a modern road of recognized standard. The standard set is that of the modern road of recognized standard. a modern road of recognized standard.

The explanation offered for this is that the specifications which were adopted were those furnished by Mr. Mann as the were those furnished by Mr. Mann as the against its guarantee, in which, however, against its guarantee and the specific at the canadian the stage there should have been any special consideration of it.

Mr. Cushing admits that the sum of \$20,000 a mile was then settled, although he says he thought it was fixed as maximum amount which was not to be exceeded.

The rate of interest—5 per cent.—had been inserted by Mr. Woods in the draft of the Guarantee Act. He says he previously discussed this rate with Mr. to provision is made to remedy these de-informed by any other member of the cross, expressing his own opinion in cots in the specifications accepted, but Government or learning from any other favor of it, and that Mr. Cross had apperhaps the inference of lack of care is source up to this time, or even on the proved of it. Mr. Woods says the docujustified quite as much as that of intention occasion of this meeting, that negotiations ments he had prepared were explained ments he had prepared were explained by him to the Cabinet on that occasion, were under way between Mr. Clarke and ndit is almost impossible to suppose the rate was not mentioned

of the amount, \$400,000, fixed as the malsimum cost of the Edmonton terminax. Following the meeting of the 14th of November, Mr. Rutherford gave Mr. Clarke the following letter:
"Edmonton, November 14, 1908.

"DEAR SIR—In order to develop the ountry north of Edmonton we will introluce, promote and submit for ratifica tion at the next ensuing session of the Legislature, legislation to incorporate that they have been actuated by some which to my mind indicates that the you and your associates as a company motive other than regard for the interests discussion was of such a character as it was their duty to protect. The imposition of the words of the resolution; of the words of the resolution; or feet that the you and your associates as a company to build and operate a railway suitable for the requirements of the country, in putation of the words of the resolution on foot.

of the Assembly set out in the Com
There is no indication that any of the panying draft charter, and to guarantee whom, with the exception of Mr.

> Yours truly, A. C. RUTHERFORD, " (Sgd.)

the extent which I find on the evidence directed against the contents of these

there was or is any such personal interest naving returned, and he having decided in the part of Dr. Rutherford or Mr. to present his proposal in definite form—

Mr. Rutherford and Mr. Cross.

Now there are several things which are should even without communication with Mr. Cushing or any other member of criticized in the documents adopted the Government (if we assume it to be so) instruct his Deputy that he might, in consultation with Mr. Clarke's solicitor high. With regard to this amount, draft the Act of Incorporation and the accommension is first made between it Dated at Edmonton, August 23rd, 1910. draft the Act of Incorporation and the a comparison is first made between it Act of Guarantee, and such other docu- and the amount which the Athabasca Minority Report by Judge Beck.

Edmonton, Alta., Aug. 23, 1910.

To His Honor the Lieutenant Govinite form for intelligent consideration Mr. Woodman ready to accept as a guarantee, namely, \$13,000 a mile, based on Mr. Woodman's estimate of \$18,000 or \$20,000 a mile of actual cost. Mr. Woods drew the Act of Incorpora-

Here again it is important to note Mr. Cushing's knowledge. There is no evidence that either Mr. Rutherford or Mr. Cross was aware of the fact that the Syndicate were of opinion that a guarantee of \$13,000 a mile would be sufficient to enable them to finance the road, while on the other hand, there is direct evidence that Mr. Cushing was aware of it; of the inquiry. It therefore becomes while holding office be residents of the date—the autumn of 1908—had satisprovince.

Were dealing with a man who at that the date—the autumn of 1908—had satisfied the Government of his financial fied the Government of his financial pon the more prominent circumstances leaft with by my colleagues in their of equal facilities to all express companies ment with the Government of his financial standing, and, if he effected an arrange-order to the financial standing, and, if he effected an arrange-order to the financial standing, and, if he effected an arrange-order to the financial standing, and, if he effected an arrange-order to the financial standing and the financial standing are standing and the financial standing and the financ tention to proceed at once with the building of the road, one which, opening up panection with the great waterways t the north, the Government were pleased to see undertaken. I say the Government had been satisfied of Mr. Clarke's financial standing, because Mr. Cross-says that at the meeting in Calgary, Mr. Clarke produced certain letters and telegrams indicating it from persons of

Estimated profit for contractor 1,363.00 included in former report.... 5.197.58 Legal expenses Engineering. Interest during construction

Equipment based on figures supplied by Mr. James.....

lars a mile seems about the correct figure; contract and mortgage for the purpose \$1,477 should therefore be deducted from of carrying the arrangement into effect Mr. Goddard, however, states that his figure, \$6,819, was based upon a grade of 1½%, and that the reducing of the grade to 1%, as required by the specifications, which is the specifications, that sum except clearing and graphing that sum except clearing and graphing. that sum except clearing and grubbing, had been permitted to use "prairie loam the cost of which he had put at \$750 a for balast. It has been established co

we have \$22,649.08, as Mr. Goddard's but in the case of the other two companies had the advantage of knowing the par-ticulars of several other estimates, and Then the specifications as a whole were

the accompanying Guarantee Act. The cost of the Edmonton terminals as mentioned in the draft Act and Mortage shall not exceed \$400,000.

The probable cost. Perhaps they have left themselves open to criticism guaranteed bonds, were to be constructed on this point. as to the probable cost. Perhaps they have left themselves open to criticism on this point. We are not, however, considering their wisdom in neglecting to secure such information, but their motives; and it is therefore of importance to understand what information they had, and how is faction of the Chairman of the Executor of line called for

they viewed the question.

Both Mr. Rutherford and Mr. Cross to be constructed "in an equally substansay, in effect, that after the meeting of tial manner and of the general character July, 1908, steps were taken to ascerof that of the Crow's Nest Pass Railway tain what guarantee had been given to between Lethbudge and Kootenay Lake other roads by other Governments, and that the whole to be executed to the at the time, they agreed to \$20,000.00 satisfaction of the Chairman of the Exe they had knowledge that the Manitoba Government, had guaranteed wording of the specifications for the itoba Government, had guaranteed wording of the specifications for the \$20,000.00 a mile on the line of the G.T.P. and C.N.R., on the one hand, and C.N.R. from Winnipeg to Port Arthur, this Company on the other, a.e identical and that the Dominion Government had with two exceptions: (1) the two former cause the circumstantial evidence is to give a guarantee, without, however, reference to the contents of the draft and that the Dominion Government had companies are expressly allowed to ballast companies are expressly allowed to ballast 50 miles, and \$25,000.00 a mile for the with "prairie loam;" this Company is the case, then the points of criticism next 100 miles of the line of the Edmonton, not; (2) to the specifications for Yukon & Pacific, west of Edmonton, and Company is added a clause which is of no that the Ontario Government had guar- legal effect, and is of no importance from anteed \$20,000.00 a mile for the line from Toronto to Sudbury, and, further more, that the Edmonton, Yukon & Pacific had reason to expect a cash subsidy from the Dominion Covernment. sidy from the Dominion Government and Kootenay Lake. The reference there which there was no reason to expect for this Company. Mr. Rutherford's and Mr. Cross' explanations may not indicate that they took the most business former was a mere accident. Dr. Wad-like course, but it is not at all so unsatisfying an explanation as to suggest to my

> I think that placing the rate at a rate higher than 4% was not good business for the Province, and I am satisfied that had I think he should have been, he would have so advised. But, again, it is not a question of wisdom, but of intent. Now what were their reasons? There was more than those indicated in my callo and the specifications on which the main line of the C.N.R. from Winnipeg to Edmonton had been built. These specifications of \$20,000 almile.
>
> Some letters of Mr. Minty are referred. of a guaranteed bond the government is only secondary liable; that is, liable

250.00 that the Dominiou Act of 1906, incorpor-750.00 ating the G.T.P. Branch Lines Comextent in different instances of \$30,000, \$2,977.00 \$40,000 and \$50,000 a mile.

\$20,091.58 corporation and the Act of Guarantee— Mr. James' figures for equipment appear was passed at the session of 1909, which prorogued on the 25th of February. The contract and mortgage for the purpose ne total of \$20,091.58, leaving \$19,614.58. were not settled and executed until the

mile; and that be would not like to figure clusively that this is not a fact; that these on less than an increase of 50% on the words, appearing as they did in the forms other items, as the additional cost oc-casioned by the difference in grade. Taking the \$6,819.00 and deducting \$750.00 the G.T.P. Branch Lines Company and there remains \$6,069.00. Add 50% of the C.N.R., were in the case of the A. this, or \$3,034.00, to \$19,614.58, and & G. W. Ry Co. noticed and eliminated, timate, made at a time when he had not noticed, and therefore are to be found

road for some time.

Then Mr. Rutherford and Mr. Cross

Then Mr. Rutherford and Mr. Cross are criticized for agreeing to a guarantee that they were, as a matter of law, of financiers think it best to sell debentures sale thereof, or in the proceeds of or the fact, and of intention, identical with for an undertaking in one block, awaiting, amount realized from the disposition or are criticized for agreeing to a guarantee those used forming part of the contracts of course, a good market; provided the the sale of the said securities, or otherwise.

tive Council." This Company's line was

(4) Then it is pointed out that this the statute or contract in which they colleagues express a doubt as to the can-Company is given the right to bond its appear, to the context and to all the witness Mr. Goddard gave an estimate of the cost, of which the following is a summary:

Items comprised in his report

of Nov. 5, 1908

Company is given the right to bond its appear, to the context and to all the context and to a with a number of other companies incorporated at the same session of the Legislature, which were restricted to less islature, which were restricted to less which I think the very terms of the payment o

> 750.00 ating the G.T.P. Branch Lines Company after proper construction of the roadbed and the proper laying cross-examination accept transfer as its bonds in respect of its Manitoba, Sask-bonds in respect of its Manitoba, Sask-bonds atchewan and Alberta extensions to the partially ballasted. Again, if there is inappropriateness of Mr. Cornwall saying the steament as an expectation of the constitution of the roadbed and the proper laying cross-examination accept transfer as its proper designation. I cannot see the partially ballasted. Again, if there is inappropriateness of Mr. Cornwall saying any inconsistency between the statute that he executed this agreement as an and the contract, the contract must be evidence of his good faith. He handed interpreted in the light of the overit to Mr. Clarke upon the latter making riding purpose and intent of the statute. him the first payment on account of the Whether the correct interpretation of purchase price the statute is that of my colleagues factory way of Mr. Clarke signifying his or that of myself is, after all, of little assent to the agreement. noment. The only important question is, was there a deliberate intent on the part of Mr. Rutherford and Mr. Cross by means of the mode of payment adopted to make nugatory the obvious purpose was on that date or thereabouts acquired f the statutory provision, a provision by Mr. Clarke; (2) that with the above for the insertion of which they were exception with respect to Mr. Cornwall, responsible. There is absolutely not the neither Mr. Rutherford, Mr. Cross nor lightest ground for any such suspicion. Mr. Cornwall were at any time niles being fixed as the extent of line directly or indirectly, by himself, or o be constructed. The object of fixing through others, in the erection, incorany distance, and of fixing that distance, poration or organization of the Alberta was in order to issue and sell the bonds & Great Waterways Railway Company,

locks bring a better price than small ta & Great Waterways blocks. The money market is fluctuating the guaranteeing by the Province of the had been engaged on actual work on the road for some time.

Then the specifications as a whole were blocks. The money market is nucluating the guaranteeing by the rrovince of the road for some time.

Then the specifications as a whole were blocks. The money market is nucluating the guaranteeing by the rrovince of the road for some time.

Then the specifications as a whole were and uncertain. On this ground good securities of the said Company, or the financiers think it best to sell debentures sale thereof, or in the proceeds of or the of course, a good market; provided the undertaking is to be proceeded with an completed promptly and within a con-paratively short space of time, as was the intention here. I think neither the members of the Government nor the Company are open to criticism for adopt

I think a fair calculation of the extent line called for by the specifications is

rom Edmonton to the point of commencement of work. hence to House River, 150 or 160

branch at Lac-la-Biche lings at least every nine miles, and additional sidings of such length and number as may be necessary for the traffic similar to the Crow Nest Pass Railway, and sidings at Fort McMurray and divisional points. Dr. Waddell, who is the only one who estimates them, says they will amount to...

It is to be remembered, however, that the Company has, under the provisions of the Railway Act, power to build branch lines not exceeding six miles in length. Furthermore, both Mr. Ruther and Mr. Cross mention another branch line, the location of which was like course, but it is not at all so unsatisfying an explanation as to suggest to my mind any dishonest motive.

(2) Another point of criticism is the large of interest. I am free to say that cided that the specifications adopted in the case of the C.N.R. should be adopted for this Company, and Mr. Woods was so instructed. Mr. D. D. Mann had furproceeds of the sale of the bonds more not draw from the special account of the proceeds of the sale of the bonds more

question of wisdom, but of intent. Now that were their reasons? There was more than those indicated in my colleagues' report. First, they said they thought that this being a pioneer road, the bonds would not sell as well as those on a road and omitted, what he undoubtedly would Mr. Rutherford. The modes of expression with the reference of the refe would not sell as well as those on a road through a settled territory, or prairie country, or as those issued by a well established railway company, or as those issued by a well established railway company, notwithstanding the guarantee of the Government. There is some truth in this which is not indicated in my colleagues' report. Mr. Rutherford says he formed this opinion by reason of the fact that in the early history of Manitoba 5% bonds had been issued, and by reason of information acquired by conferences with bonds had been issued, and by reason of the same specimeavious as in the case of Mr. Minty being a faithful interpreted in Mr. Minty being a faithful interpreted of Mr. Cornwell. Mr. Rutherford denies financial men in England. He says that he had learned that, strange to say as he thought, railway bonds guaranteed by a government do not sell as well as the government's own bonds. Mr. Bennett, who no doubt knows a good deal about who no doubt knows a good deal about to the Company from time to time upon the completion (except as to the ballast) of every section of 10 miles of railway to the satisfaction of the Lieumberror as inferences from what Mr. Cornwall said the contract that the net of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies to the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the contract that the net of his conversation with Mr. Rutherford denies of the contract that the net of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the contract that the net of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the contract that the net of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall as interpreted and reported by Mr. Minty; so does Mr. Cornwall as a dmit of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall's version of his conversation with Mr. Rutherford denies of the correctness of Mr. Cornwall tenant-Governor-in-Council, according to him which are not justified.

upon the certificate of the said engineer so appointed by the Lieutenant-Governor in Council at the rate of \$20,000 a mile."

In considering the effect of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the considering the effect of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the considering the effect of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the considering the effect of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly criticized. It is in substance a memorative property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 1909, to Mr. Woods has been greatly property of the 12th September 19

lar rather than their exact sense, and agreement of the 20th July, 1908. My having regard to the obvious purpose of the statute or contract in which they colleagues express a doubt as to the cansums. This bald fact, without a consideration of the character of the country sideration of the character of the country through which these other companies proposed to construct their lines, is of little value. On the other hand, I find that the Dominiou Act of 1906, incorporating the G.T.P. Branch Lines Comitive that the construction of the purchase price. The commissioners were in this way led to suppose that the document was a transfer, are sense completed when trains be safely though slowly run over a single the G.T.P. Branch Lines Comitive the construction of the purchase price. The commissioners were in this way led to suppose that the document was a transfer, and erretainly a road is in a sense completed when trains the commissioners were in this way led to suppose that the document was a transfer, not merely an agreement. Under these it, as is customary after proper constructive when it was drawn, should during his

> In the result my finding is: (1) that Mr. Some criticism is made, too, of 350 the date of this inquiry interested, either n bloc instead of selling blocks repre- or in the making or entering into or carry enting ten mile sections. There was ing out a certain contract between the indoubtedly good reason for this. Large Government of the Province and the Alber

Republicans Hold Kansas

Topeka, Kas., Nov. 10-As all doubt as to the complexion of the next Kansas Legislature was settled today when returns from 107 of the 125 districts gave the Republicans, 63 members, a majority. Returns now in give the Demovrats 45 members. Eighteen 90 districts are yet to be heard from. Governor Stubbs' majority will exceed 14,000.



If so, we would ask you to enquire amongst your friends the value of Zam-Buk for this ailment! You cannot but meet with some one who has proved how excellent it is.

Mr. H. E. Hill of Shevlin, Man. writes :- "I suffered a leng time with piles and tried numerous remedies, but without effect. Having tried a sample of Zam-Buk and being encouraged by the result, I persevered, using two boxes. It worked like magic, and effected a complete cure in a very short

Mr. James Ruddy of Killaloe, Ont. says :- "I suffered greatly from piles. The pain from these—as anyone who suffers from them will know—was almost unbearable. I tried first one remedy and then another, but all without effect. Then I heard about Zam-Buk and determined to give this won derful balm a trial. I obtained a supply and commenced with the treatment, and to my great joy, after perseverance with Zam Buk, I obtained permanent relief from the agonizing pain of the piles. Having been cured by Zam-Buk I heartily recommend the balm to all sufferers."

Zam-Buk also cures inflamed sorce eczema, scalp sores, ulcers, abscesses, cold sores, chapped hands, frost bite, enis, burns and all skin injuries and diseases All druggists and stores sell at 50c box or post free from Zam-Buk Co., Toronto, for

