

DUTY-FREE POTATOES MOTION

Conservatives Vote Against It New Brunswick Tory Members Dodged the Division

Government Deal to Plea of Carvell, Loggie and Others for Wider Markets for the Farmer and Relief to the Canadian Consumer When Home Product is Out of Season.

Ottawa, April 29.—With the house in committee of ways and means, tonight the government supporters rejected a Liberal tariff amendment providing for the abolition of the Canadian duty upon American potatoes, moved for the purpose of gaining free access to the American market for Canadian potatoes under the Wilson-Underwood tariff, and also to secure the removal of the United States embargo. The vote stood 90 to 45.

The amendment was moved by W. S. Loggie (Northumberland, N. B.), and seconded by J. J. Hughes (Kings, P. E. I.). Under its terms the Canadian duty was to be removed as soon as the present United States embargo regulations affecting Canadian potatoes were removed. In support of the amendment Liberal speakers pointed to the excellent market provided by the United States for Canadian potatoes. They showed, too, that the abolition of the duty would permit to the advantage of Canadian farmers and consumers generally, in that it would enable them to purchase American potatoes at seasons of the year when the Canadian crop is not available.

A Boon to New Brunswick.

Against the Liberal contention Hon. W. T. White, Hon. Martin Burrell and other government speakers advanced the standard arguments of the high protectionists. The principal speech in support of the Loggie motion made today was by F. B. Carvell, of Carleton (N. B.). He maintained that free entry of the Canadian article in the United States would mean an immense increase in the production of potatoes in his native province. He urged the minister of agriculture to do everything possible to bring about the removal of the American embargo.

It was noticeable that during the whole day's debate only one Conservative speaker from the maritime provinces, namely, A. A. McLean, of P. E. Island, ventured to discuss the question in support of the government's position. When the vote was taken there was a hurried exodus of eastern Canadians, leaving only a few remaining in the chamber to line up against Mr. Loggie's amendment.

The government has been "bombed" with resolutions from Orange lodges protesting against this exclusion. Mr. Pelletier, in reply to a resolution of protest from a Montreal Orange lodge, this letter received in the morning, given for having the "Menshevik" on the ground that the paper published "immoral, indecent and scurrilous things."

Continuing the postmaster-general said in his letter:

"The publishers came out with a leading article in large type acknowledging the right and undertaking to publish this kind of literature in the future. They were told that the ban would be lifted but if they did not keep their promise the privileges of the mails would be withdrawn."

Continuing his reply to the Orange men, Mr. Pelletier said:

"Other papers were sent to me postmaster-general for all Canadians, Protestant and Catholic alike, and I was so bogged as to think of excluding Protestant newspapers from the mails, there are others, however, which would be more worthy of my attention in this respect, but the law does not say that a newspaper shall be excluded because it is strongly Catholic or strongly Protestant and, consequently, I have no right to ban any of them from the mails. The law and regulations do say, however, that no newspaper, whether Protestant or Catholic, shall be obscene, immoral or scurrilous, and it does not seem possible to me that you and I, as Christian gentlemen, should disagree in a matter like this."

E. M. MacDonald inquired whether the government intended to take any steps during this session to carry into effect the recommendations of the technical education commission.

"The whole subject," replied the premier, "has been under consideration for some time and has been taken up with the governments of the different provinces. The house will be duly informed of any executive action which may be contemplated."

The minister of justice informed Hon. Rodolphe Lemieux that the government had under consideration the appointment of a commission to revise the criminal code.

A question was put by Mr. Lemieux in regard to the steamship Halifax, N. S., which is being built by Bow, MacLachlan & Company, Limited, of Paisley, Scotland. Mr. Hazen stated that the successful tenders had been for \$1,174,000. The lowest Canadian tender and the only Canadian tender was that of the Poison Iron Works, Toronto, for \$1,187,750.

To Reform Quebec Pilotage.

Hon. J. D. Hazen introduced a bill curtailing the powers of the Quebec Pilotage Corporation. The corporation will still retain the power to organize

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Government Deal to Plea of Carvell, Loggie and Others for Wider Markets for the Farmer and Relief to the Canadian Consumer When Home Product is Out of Season.

The debate on the resolution introduced by W. S. Loggie, of Northumberland, last night in favor of free potatoes on the market, was continued this afternoon on the motion to go into committee of ways and means on the tariff schedules of Hon. W. T. White.

J. J. Hughes (Prince Edward Island) strongly supported the proposal to place potatoes on the free list. He said that there was no market in Eastern Canada for Prince Edward Island potatoes, while the distance was too far and the transportation charges were too high. He said that with a good and steady market Prince Edward Island could supply 20,000,000 bushels of potatoes and the soil and climate of the island were particularly adapted to the growth of this food. He said that placing potatoes on the free list would be a great advantage to the consumer and city dwellers as they could get potatoes cheaper at a time of the year when they were high in Canada. On the other hand, it would give the Canadian farmer access to the American market. Asked whether the Americans would be willing to remove the embargo, he said he did not know, but the minister of agriculture should devote all his energies to seeing that the duty was removed in the maritime provinces.

J. Best, of Dufferin, thought it was peculiar that this proposal was being advanced in the house by men who were really middlemen. He thought there was in the suggestion a combination to damage both the producer and the consumer. Mr. Best claimed that no better potatoes could be grown anywhere than in the county of Dufferin. If the duties were taken off the farmer would not get anything like as good a price for these early potatoes as he would get if he were in the opposition trying to make the farmers believe they are sincere in their endeavors to take the duties off farm produce.

"There were two seasons in the year when free food might benefit the consumer but the artisan in the city would rather pay a little more and be sure of the manufacturer's desire to get duty on his product, why should the farmer be refused protection. Mr. Best declared that the reciprocity proposal was the greatest insult ever thrown in the faces of the farmers of Canada. The farmers stood to lose by the proposal while the consumer would not get any benefit.

F. B. Carvell.

F. B. Carvell said that the minister of finance had decided without discussion of it the means of the proposed duty. He had left his defense to Mr. Wright, a member who represents a constituency so rocky that he cannot grow potatoes. He said that when they want good potatoes they have to import them from New Brunswick.

Ministerial supporters assume that this question was settled by the last general election. They would discover that an economic question is never settled until it is settled right.

That the prospect of a reduction in the United States duty on potatoes had produced good conditions in New Brunswick, was the next statement made by Mr. Carvell. The farmers, he said, had been in the province for three months and during the coming into force of the Wilson tariff and the placing of an embargo upon Canadian potatoes, no less than 450,000 barrels were shipped to the United States.

Mr. Carvell maintained that if the United States market could be secured for the Canadian potato, it would mean an immense increase in the production of potatoes in his native province. He urged the minister of agriculture to do everything possible to bring about the removal of the American embargo.

It was noticeable that during the whole day's debate only one Conservative speaker from the maritime provinces, namely, A. A. McLean, of P. E. Island, ventured to discuss the question in support of the government's position. When the vote was taken there was a hurried exodus of eastern Canadians, leaving only a few remaining in the chamber to line up against Mr. Loggie's amendment.

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LOSING TIME AND MONEY AS RESULT OF BAD ROADS RAILWAY CASE NOW IN SIGHT

John Hudson, a Farmer, Declares Government Should Put Roads in Good Shape Before Encouraging Englishmen to Come Here.

Wednesday, April 29.

"Before the provincial government brings any more farmers here from England I think it should be in a position to give them decent roads. I have always been a strong Conservative but I do not intend to let this interfere with my protest against bringing Englishmen here and putting them to work on farms under undesirable conditions. I have a small farm four miles from the main road at South Bay and the cross road is in such a condition that it took me just four hours to haul my hay the four miles."

This was the complaint of John Hudson, an English farmer, now residing back of South Bay, who called at the board of trade rooms yesterday to suggest to the new secretary that good roads should be made a study by all bodies interested in the progress of the province.

"I have been in this country ten years," he said, "and believe that I can make good here, but it would be much easier for me to make money from my farm if I could get into town. I would like to run a dairy and bring milk to the city but the bad roads make it impossible. There is not much money in my hay when it takes me one hour to get one mile with it. I have been to the county members to ask that something be done for our road and consideration has been promised but nothing has yet been done and in the meantime we are losing time and money."

Woodstock, April 29.—Special.—Carleton County Circuit court met today, Judge Crockett presiding. J. R. Brown was elected foreman of the Grand Jury.

The king vs. Harry Mason charged with arson. Owing to the fact that no indictment had been prepared and the depositions had not arrived, the case was adjourned until tomorrow morning, when it is expected the depositions will have arrived.

The following cases were entered:

Ansel Franklin vs. St. John & Quebec Railway Co., an action of trespass. W. P. Jones, K. C., for the plaintiff and F. A. Guthrie, for the defendant. It was learned later in the day that this case has been settled, the parties agreeing to refer the matter to arbitration under the rules of the Commercial Arbitration Association.

Dunbar Engine & Foundry Co. vs. Walter Dickinson and Harvey Thompson, an action for goods sold and delivered. Jones & Jones for the plaintiffs and F. A. Guthrie for the defendants.

Minnie B. Adney vs. Goulet, Fiano Co., an action of replevin. T. M. Jones for plaintiff and A. N. Vince for defendant.

The action on promissory notes, W. P. Jones, K. C., for plaintiff and F. A. Guthrie, K. C., for defendant.

A land slide at Teddie Blue last night put in the district court through the two hours. This place is particularly dangerous in the spring and a crew is kept on hand continually in case of accident.

Woodstock, N. B., April 29.—(Special).—The grand jury today found a true bill in the case of the King vs. James Mason. The defendant was put to the proof of insanity. He was charged with the murder of a woman. The jury will be made tomorrow morning. J. C. Hartley, K. C., for the crown and T. L. Ketchum for the defense.

The grand jury, through J. R. Brown, foreman, presented Judge Crockett with a congratulatory address on his appointment to the bench. Judge Crockett made an eloquent reply, thanking the grand jury and members of the bar for their kindly references and good wishes extended.

A good polish for patent leather shoes in one part laced off and two parts cream, well mixed. Apply with a bit of soft flannel.

United States potatoes. It would not in fact be so limited. It would include potatoes from the British empire and from favored nations as well.

F. B. Carvell declared that the Maine farmers were not afraid of New Brunswick potatoes, but of European competition.

Hon. Martin Burrell said that European potatoes were already barred by an embargo on account of cankers.

Mr. Carvell related that shiploads of European potatoes were coming in from countries which had no cankers.

This was disputed by the minister of agriculture.

There was a lively tilt between Mr. White and Mr. Carvell over the home market, which Mr. Carvell described as "the potato market," as far as potatoes were concerned.

Mr. White retorted that if he would visit Ontario or Quebec he would find the home market was not nonsense. It was the appreciation by the Ontario farmer of the home market that defeated reciprocity.

Mr. Carvell declared that the American government was won on money and the Ne Temere decree, retorted Mr. Carvell.

Mr. White said he did not propose to bandy words but he would like to point out that Sir Wilfrid Laurier came out for a moment for free food but backed up on account of the fact that Liberals representing rural constituencies were opposed to it.

Mr. Loggie's motion was rejected at a late hour on a vote of 60 to 32.

One Witness on the Stand in Rebutal of the Evidence for the Defence—How Politicians Were Referred To in Letter Written by Mr. Gould.

Tuesday, April 28.

Hearing in the suit of Thomas Nagle vs. the St. John & Quebec Railway Company and the Quebec & St. John Construction Company on a note for \$10,000, was continued yesterday afternoon. Only one witness, James D. Seely, gave evidence in rebuttal to the testimony for the defence. The jury was dismissed until Wednesday morning, when the case will be called on for the main part of the case. It is probable that the matter will finish on Wednesday.

Reas Thompson, concluded his evidence. E. S. Crawford, assistant manager of the Bank of Nova Scotia, was heard with regard to the entries connected with the transaction. Mr. Mullin objected to much of the evidence submitted.

When the court opened Ross Thompson, managing director of the Quebec & St. John Construction Company, was called by the plaintiff to establish the consideration for which the note was given and other matters already touched upon in the previous evidence.

The session was marked by constant arguments as to the admissibility of evidence. Mr. Mullin objected to much of the evidence submitted.

When the court opened Ross Thompson, managing director of the Quebec & St. John Construction Company, was called by the plaintiff to establish the consideration for which the note was given and other matters already touched upon in the previous evidence.

"I does not," was the answer. Questioned by Mr. Wallace. What do you mean by striking it out?"

"It was taken off the books." Q.—"You altered the books on March 21?"

A.—"Yes." Q.—"After this suit commenced?"

A.—"It was objected to early in the case." Q.—"But notwithstanding the objection of Mr. Blanchette it went to the committee?"

A.—"Subject to his objection." Q.—"And was not struck out until after the suit commenced?"

A.—"The suit had nothing to do with it." Q.—"L. E. Gould, president of your construction company, signed all notes and drafts?"

A.—"I do not know of him signing any outside of that note. He signs contracts and other documents." Q.—"He is the person by whom the company signs all notes?"

A.—"Yes, I object on the ground that there are other and better ways of proving that." Question allowed subject to objection.

Q.—"How do you know what authority he has to sign?"

A.—"Mr. Gould has given evidence of the transfer of a large quantity of the company's stock to the construction company, nearly ten millions worth. Is that correct?"

A.—"Yes." Q.—"What else did they transfer?"

A.—"They transferred the proceeds of the bonds, \$25,000 a mile." Mr. Mullin objected and asked if it was the same as the note.

A.—"They are included in the contract." To Dr. Wallace—"They are in the hands of the bank and are proceeds for construction purposes."

Q.—"Anything else, any subsidies?" A.—"Yes, the dominion subsidy of \$200,000."

Q.—"The construction company is really the company?" Mr. Mullin objected.

A.—"Yes, the company goes to the construction company ultimately." A.—"Yes."

Mr. Mullin—"Were these securities actually issued solely for construction purposes?"

A.—"Solely." This concluded Mr. Thompson's evidence.

E. S. Crawford, assistant manager of the Bank of Nova Scotia, Prince William street, was called as a witness by counsel for the defence. He said that he recalled this transaction last February. He knew Mr. Seely and Mr. Nagle. He identified the \$10,000 note as having been in his bank.

Mr. Wallace objected to the witness quoting their reports to show when the note was first placed with the bank. Mr. Mullin asked for the production of the records, but the witness objected to this. The witness said that the entry was simply Mr. Seely's signature in the column marked "receipts."

His Honor asked if Mr. Mullin expected to cross-examine Mr. Nagle with the transaction and Mr. Mullin said that he wanted to show what happened to the note.

The witness said that it was given to Mr. Seely but afterwards came to the bank. He could not tell of his own knowledge, an answer which the witness said that the entry was simply Mr. Seely on February 17th.

A.—"Yes, but I could only prove it by the records."

Q.—"Was Mr. Nagle connected with that payment?"

A.—"As far as I know, No. I would have to consult the records."

Q.—"Was Mr. Nagle's endorsement on the note at that time?"

A.—"Not that I know of."

The witness said he would have to bring nearly all the bank staff to prove the records and was allowed to stand down.

Mr. Mullin announced that this closed the case for the defence.

Dr. Wallace, for the plaintiff, called James D. Seely, who was sworn and took the stand.

Mr. Seely.

Dr. Wallace said that they intended to rebut the statement that there was no consideration, and would show that Mr. Seely had a fifth interest in the railway company, that afterwards his interest was legitimated by the act, that he applied to Mr. Gould to rectify his claim which Mr. Gould did by giving the note. He intended to show what took place when Mr. Seely met Mr. Thompson at Fredericton Junction, and also the transaction between Mr. Seely and Mr. Nagle.

Mr. Mullin maintained that the evidence was rebuttal and that the question of consideration must say what specific points he intended to contradict.

His Honor said that the question was a matter of fact and he would allow the evidence on that line. Mr. Gould had testified that the note was to be paid to him personally. It was not to be shown that Mr. Nagle knew this case would fail, but it had not been shown.

There was an extended discussion between both counsel and the bench regarding what should be proved and what evidence was admissible. Dr. Wallace maintained that the note was legitimated after maturity notice that it was an accommodation note was not a defence.

Mr. Seely testified that he was the Secretary mentioned in the case. He had known Mr. Gould thirty years and had been connected with the railway project since 1895. He testified that he met Mr. Gould in the transaction at that time and also H. E. McDowell, general freight agent of the C. P. R. then at St. John and now in Fredericton.

As a result of their negotiations they applied for and secured incorporation in 1910. In August, 1910, the directors were Mr. Gould, Mr. Thompson, Col. McNutt, Mr. Ligne and Mr. McDowell. In Nov. 1911, Mr. Gould, Mr. Thompson, Mr. McDowell, A. H. Hamilton and the witness were elected directors. At this meeting eleven stockholders were present and the witness was one of the company and issued. He identified a stock certificate as one of those issued at that time; it was No. 17, for fifty shares of \$200 each.

Mr. Seely testified that he had identified the stock certificate as one of those issued at that time; it was No. 17, for fifty shares of \$200 each. He identified the stock certificate as one of those issued at that time; it was No. 17, for fifty shares of \$200 each.

The witness identified a letter which he had received from Mr. Gould on December 20, 1911, certifying that Mr. Seely represented one fifth interest in the company and was a director.

Mr. Seely said that he was an active director and attended meetings of the directors. He testified that he had heard about the legislation affecting the stock holders in May, 1912, while he was in St. John. He had heard that Mr. Gould was in St. John and that he had heard that Mr. Gould was in St. John.

Q.—"Did you not say to Mr. Gould on Dec. 5 that the bank owned the note?"

A.—"I did not say that term."

Q.—"You have said that the note was in the Bank of Nova Scotia as discount or as collateral?"

A.—"I would speak of it as an discount. It was attached to two notes for \$2,000 and for \$500 with interest, making \$1,250 or so."

Q.—"Why didn't you apply to Mr. Gould or Mr. Thompson for the amount of money you wanted to raise, instead of going to Mr. Nagle?"

A.—"I never thought of going to him. I applied to some one that I knew and who knew me."

Cross-examined by Dr. Wallace.

Q.—"Did you pay any money for your stock?"

A.—"No."

Q.—"Did you give any value?"

A.—"I spent two years' work and \$2,200 or \$2,500, more than anyone else in the company, I think, excepting Mr. Gould."

Q.—"Did you receive notice of any call?"

A.—"I received a letter from Mr. L. E. Gould, the secretary, but I did not recognize that as a call. I was a director until the time I was legitimated and there was no meeting of the directors to make a call."

Dr. Wallace interrupted Mr. Mullin, who asked the last question, making the remark that a call could be made only by law, which requires that the call be issued by the directors.

The jury was dismissed by his honor after the taking of evidence had finished, and Dr. Wallace entered upon the presentation of the legal points of the case on behalf of the plaintiff. He gave references for the contents. When he had finished Mr. Mullin said his case for defence presenting the points of his case for the defence until the next hearing. Court then adjourned.

Thursday, April 30.

The case of Thomas Nagle vs. the Quebec & St. John Construction Company and the St. John & Quebec Railway Company was resumed in the circuit court at 10 o'clock yesterday morning. The first two hours were taken up with arguments on points of law, by Mr. Mullin, K. C., for the defence, replied to by Dr. Wallace, K. C., for the plaintiff.

At twelve o'clock Mr. Mullin commenced his address to the jury, which lasted about an hour. The hearing was adjourned until this morning at 10 o'clock.

Lay not panicles on soft paper in front of the oven if you wish to be sure of their being absolutely free from grease.

St. John, N. B., December 17, 1914

A. N. Gould, Esq.,
Fredericton, N. S.

Dear Sir,

Referring to our phone conversation of last night of course I do not know what arrangements you have made among your people, but as far as I am concerned between me and your colleagues it can be a cash proposition but as between you and myself I am agreeable to \$4,000 cash and twelve notes for \$1,000 each, with interest, running from one to twelve months.

I wish you would arrange with Lianan to wire me \$4,000 and if you will return enclosed, signed, I should be pleased.

Yours very truly,
J. D. Seely.

obliged. Do you want the stock certificate sent to you or Lianan?

When in Fredericton you spoke about Hamilton and he tells me that whenever you want him to he will draw on the treasurer with receipted bill and certificate attached, as the treasurer is requested.

If you have any doubt about my surrendering the stock certificate to you you could have the \$4,000 and the twelve notes sent to Lianan, general manager of the Bank of New Brunswick, to be handed over to me upon surrender of the certificate.

I suppose you do not want Barnhill or anyone else made wise to the settlement and of course Lianan is quite safe if you tell him to say nothing about it.

I am somewhat disappointed in not getting all cash especially with the present stringency but I know, or have some idea, how such matters must be with you and an quite willing to leave the matter wholly with you and take your personal notes. I wish you would wire me night letters as I would know what arrangements to make.

Yours very truly,
(Sgd.) JAMES D. SEELY.

In another letter of the same date Mr. Seely wrote that he had committed himself to meet a large amount in expectation of a settlement.

On December 18 he wrote that he had handed the stock certificate to Lianan with instructions to surrender it to Mr. Gould and urging Mr. Gould to try to wire him the \$4,000 that day.

On December 20 he wrote Mr. Gould to send the note and, if he wanted it renewable, to make it payable at a bank here.

Afternoon Session.

Mr. Seely resumed the stand at the opening of the afternoon session, and Mr. Mullin continued his examination.

Q.—"Did you ever subscribe any money for stock?"

A.—"There was no call made."

Q.—"Answer the question."

A.—"No, I didn't."

Mr. Mullin read a communication from Mr. Gould to Mr. Seely dated Dec. 21, in which the former said he would give Mr. Seely a note for \$4,000 with right of renewal. He said; however, that he should not be held personally responsible for the note, but added that he would pay it at the earliest opportunity. First he would have to secure permission from the directors, but he felt that all were agreeable excepting Mr. McDowell.

Mr. Mullin referred to another letter from Mr. Gould to the witness enclosing a four month note for \$4,000. The letter read that if anything should happen that all would be driven out and nothing made, he could not be expected to pay the note. There is a large risk in these big undertakings and there is possibility that nothing will be made, especially where one has to depend upon a few politicians and they, as a rule, are a mighty poor dependance. Mr. Gould identified the letter said that he himself had signed the note and that he had received nothing in return. "If I get nothing it will be impossible for me to get some for you," he wrote.

Mr. Mullin—"Did you not tell Mr. Gould that the \$10,000 note was on discount in the bank?"

A.—"I have advice that you would call it that."

Q.—"Was it on discount or as collateral?"

A.—"It was attached to two notes of mine for \$1,250."

Q.—"Do you call that discount?"

A.—"I would say so from the advice I have received."

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