

RATES OF TRAVELERS' CO. NEW TABLE IS SUGGESTED

Actuary's Report is Presented to Insurance Commission Before Directors Get It.

Before the investigation of the Commercial Travelers' Mutual Benefit Society was commenced yesterday Mr. Dexter, manager of the Federal Life of Hamilton, was again called before the commission and examined by Mr. Geary for the Ontario government.

To-day the Catholic Mutual Benefit Association of Kingston will be examined. The work of the commission in Toronto until September.

President Joseph Taylor of the Travelers' Society gets no salary, and along with men who are otherwise engaged, runs the institution. There are only two permanent officers, Mr. Ivens, an agent, at \$800 per year, and Miss Rowley, secretary, at unretained salary.

The investments of this society were all in real estate and debentures, and only one questionable deal with any of the members was put thru when R. L. Patterson got a loan on property. The members passed a resolution of want of confidence in the board as a result, and since then no loans have been made.

Dr. Elliott's Report. Mr. Taylor's examination was continued in the afternoon. The report of Medical Referee Dr. Elliott on the rates on Jan. 16 '97, was read by Mr. Tilley. This report dealt with the conditions of the Commercial Travelers' at the time, and making suggestions whereby the medical examination should be made strict and on a more substantial basis.

Mr. Tilley put this report in as an exhibit, to which was attached a memo from the then secretary criticizing the report in detail, which he read. Witness explained that the memo was for the use of the president.

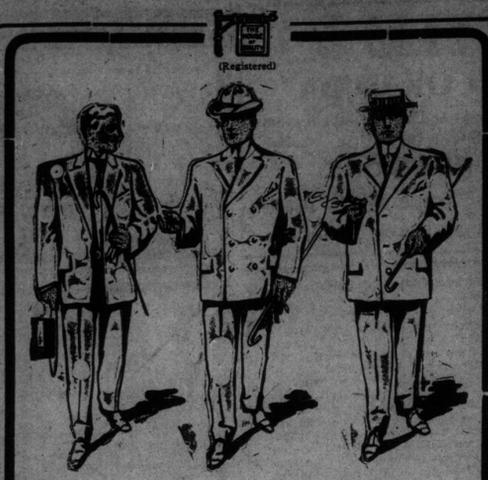
Mr. Taylor said that the company at that time was against the medical examination. Dr. Elliott just wanted a fixing salary besides his fees.

"What is your exact procedure regarding the medical examination from start to finish?" asked Mr. Tilley. "The applicant in Guelph," said Mr. Taylor, "goes to Dr. MacKinnon, to whom he pays \$1 for examination. These examination papers are forwarded to Dr. Allen of Toronto, who reviews them and gets another dollar for doing so. This is done when next day, but Dr. Allen is not a general medical referee. Every one is examined before entering the association."

"Do you think it a sufficient fee?" asked Mr. Tilley. "Oh, yes, because we have good doctors," said Mr. Taylor. "How many rejected applications have you had in five years?" "I don't know."

"Have you any record of that?" "No." "Why are the rejected ones treated in this way?" "I give the applicant another chance to get insurance elsewhere."

Mr. Tilley tried to probe the witness as to how many applicants had been kept out, but the witness nor the secretary, Miss Rowley, could give any information.



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MR. LENNOX TO THE JUDGE COMPLAINS OF PREJUDICE

Architect Declares That Report is Contrary to Evidence and to Facts.

E. J. Lennox has addressed to the mayor and members of council a long letter relative to the findings of Judge Winchester in regard to himself, which, he declares, are "not in accordance with the evidence given and certainly not in accordance with the facts."

"It is," he says, "with hesitation that I address you in regard to the conduct of any person who occupies the position of a judge in our country, but I understand in this case that Judge Winchester was merely an investigator, and I think therefore that I have a right, and it is a duty which I owe to myself that I should state what I think with regard to his treatment of me throughout the investigation and his report."

"I was satisfied from the beginning that he was prejudiced against me, and determined to besmirch my reputation if it were possible for him to do so. He lost no opportunity to put a wrong interpretation upon my conduct and to conceal the evidence that was in my favor."

"Throughout the investigation every contractor and other persons having dealings with the city in connection with the city buildings was brought to his private office and asked for an explanation of matters pertaining to their contract. In my case no such treatment was accorded to me, altho I requested that if there were any matters requiring explanation such a privilege should be granted to me."

"At one stage of the investigation the promise was given to me thru my solicitors that with regard to any other matters that were to be brought forward in which I was interested particulars would be given me of them and that I should have an opportunity of looking the matters up and be in a position to explain, but no such particulars were given, notwithstanding that I had asked the amount of my refusal at the last moment before the investigation resumed work, and I was again put in the witness box and asked questions with regard to trivial matters which had occurred as far back as fourteen years ago, and this in face of the fact that the judge had all my books, private papers, private letter books, ledgers, builders' accounts and builders' certificates, books, etc., in fact, everything pertaining to my business, and when he found which I was being questioned, but every private matter during these years, and without any opportunity being given me to refresh my memory from my books and papers."

"Notwithstanding all this I claim that there is not a particle of evidence to show that the city were defrauded out of one dollar by me. The judge also visited New York, Buffalo and other places on his own responsibility, and persisted in that sort of an examination of the parties who supplied material for the building and parties who did the work, and when he found there was nothing wrong he generally intimated that they were not to mention that he had been there making these enquiries."

"There are only two cases in which he attempts to make charges against me, and those after investigating contracts in connection with the city buildings, amounting to over two million dollars."

"The two instances I refer to are, firstly, with regard to \$200 received thru the certificate to Mr. Hunter. The only evidence given on that point was that given by Mr. Hunter which was to the effect that these moneys were paid by him to me for the purpose of reimbursing me for moneys paid by me to Mr. Moore for the performance of the same kind of work for the city that Mr. Hunter, when employed, undertook. This work was done for the city and the city received the benefit of it, and there was no special certificate issued by me for such amounts as intimated in the press; and, secondly, with regard to the account between Mr. Wright and myself."

"I claim in my evidence and the books show that certain work had been done for me and that I had a contra account which practically balanced the one against the other, altho there was a running account, and work was at that time being performed in my office for Mr. Wright. In order that it might appear that I was indebted to Mr. Wright, notwithstanding the evidence, Judge Winchester undertook in his report to say that I had wrongfully charged in my account for preparation of plans and specifications for Mr. Wright's building in Winnipeg because he said he had been informed that Messrs. Darling and Pearson were doing the work. I did prepare the plans and specifications and the charge made by me in my books is the usual charge for such work. I am not attending to the overseeing of the work in Winnipeg because I have not a branch office there, and this part of the architect's work was handed over with my consent to Darling and Pearson, and they are being paid for their part of the service outside of my account with Mr. Wright."

"The above are the facts in connection with the account between Mr. Wright and myself, but even if it were not so I do not see that it is a crime against any person that he has not paid up his plumber's bill to date, and I might go on mentioning other trivial things which are misconstrued and exaggerated by the judge, and if I wished to put a wrong construction on people's acts, I would say that several months ago, and since this investigation began, I made certain plans of a house at Judge Winchester's request, which he has received, but which have not yet been settled for. If such a matter were to remain on my books for some years and the same came to the attention of Judge Winchester, what construction would be put upon it? I know that this matter is perfectly right, and is not open to objection, as I have accounts on my books for years, but persons of the same kind of mind as Judge Winchester might not look upon it in the same light."

"His real object, however, in writing, he says, is to again bring before them his communication of Feb. 26, asking for a board of three persons (one to be appointed by the city and one to be appointed by himself, and the third, if necessary, appointed by these two) to take up the accounts and report whether the work had been properly done and whether he had made a fair adjustment as to deductions and in conclusion Mr. Lennox says: 'Let me remind you here that the contracts of Mr. Wright's firm amounted to about \$200,000; that there were extras of about \$5000 and deductions of about \$7000, which would leave the final statement of Messrs. Bennett & Wright \$190,000 less than the amount of their original contract. I doubt very much if such a showing can be made in connection with any large building in this province or elsewhere.'

"The chief point of attack in Judge Winchester's report is in regard to the deductions in the Bennett & Wright contract, and that I did not make a sufficient reduction in the number of feet in the heating radiation in the building. In my statement of adjustments of their account I made a reduction of 4990 feet and two-thirds. Judge Winchester called in some person who made it about 5600 feet, and understood that this same person at Judge Winchester's request went over it again and made it about 6000 feet, but this evidence did not seem to please the judge and he has evidently rejected it."

"I have been a citizen of Toronto all my life and have done a large amount of business and have in my professional capacity handled the most important work in the city and elsewhere, and this is the first time that even a suggestion has been made that I did not act fairly in looking after matters entrusted to me."

The New Julies. Oliver Robertson of Wyndham Township has been appointed jailer of the Norfolk County Jail at Simcoe.

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Men's Trousers. 250 pairs English Tweed Pants, medium and dark grey and grey and black checks and stripe patterns, made with top and hip pockets, sizes 30-42, 1.25 and 1.50, clear Wednesday..... 89c

Men's Coats. Men's Cool Unlined Summer Coats, black lustre and linen shades, in light weight materials, also stripes, single-breasted sack style with patch pockets, sizes 34-44, a clearing up of broken lines, some up to 1.25, Wednesday..... 75c

Boys' Suits. Boys' Two-Piece and Fancy Suits, consisting of plaid-style, Norfolk, Buster Browns and blouse suits, a clearing up of odd sizes in broken lines, light and dark colors, suitably trimmed and lined, ages from 3 to 9 years, values up to 4.00, Wednesday, to clear..... 1.89

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