The Evidence Is All In

Taking of Testimony Has Been Completed By C. & W. Committee.

Council to Sum Up This Morning---Finding Announced Later.

Premier's Evidence Very Emphatic---Ex-Premier Again on the Stand.

(From Friday's Daily.)

With the re-examination of Mr. George McL. Brown, and the hearing of Messrs. Prior and Dunsmuir yesterday, the taking of evidence in the matter of the Columbia and Western land grants "scandal" was completed yesterday evening. This morning it is expected that counsel will be permitted to sum up for the benefit of the committee, and the five members of the House constituting the tribunal will then face the difficult task of formulating a report.

George McL. Brown being returned to the witness box yesterday morning, his re-examination commenced at 10:45 o'clock, Mr. Duff being the questioner. Witness had understood the decision arrived at in Montreal in November 1901; to the effect that until the Canadian Pacific Railways in British Columbia showed signs of better returns, the company did not feel like increasing its mileage in the province. The policy of the company was against further building. He had told Mr. Wells that the company would help out the government as far as possible; there was no assurance of the Spence's Bridge road being built. He had understood from Mr. Wells that the decision by Sir Thomas Shaughnessy was adverse to the construction of the Spence's Bridge line. Had notice of the intended cancellation been given, he might have been able to convince the government that the ministry was unduly nervous—that the danger of defeat was not so imminent as anticipated. He had confidence in his own information, obtained by "the natural process of absorption." He would have taken means to canvass the members and keep in touch with the government's relations with the members of the House. Referring to his letter of 15th May, asking where the bill that became No. 87 might be down, witness said that he had received an assurance in reply. He had accordingly notified Sir Thomas Shaughnessy, probably after having got the final proof. He had certainly taken steps by polling the House to ascertain that the bill would or would not pass, finding that it was not likely to go though. He did not remember telling anyone that the bill would not pass because some one was trying to hold up the company. He might have said that the people were trying to get longer appropriations for their constituencies. He had no recollection of having said that the bill would not pass unless there was a divide-up with some one. He could not recall what made the change between the support of the government followers in caucus, and their failure to stick by the bill. He might have in his indignation said things from which the inference of an intended hold-up might be drawn. The letter of the 14th March, 1902, to the Attorney-General, asked for the introduction of the bill (87) on the score of the verbal arrangement of 1898, which Sir Thomas Shaughnessy had declared to have no existence. He had not, that he remembered consulted headquarters with respect to asking for the relief contemplated under bill 87 on the basis of the verbal agreement of 1898. The idea in question originated with himself. It might possibly have been suggested by an outsider—Mr. Eberts. His own remembrance of the meeting with the government in 1898 would seem to justify the premises of bill 87. Witness admitted that the statement contained in his letter of the 14th March in which he stated that the company had abandoned its right to build the fifth and sixth sections, was incorrect. There was no doubt that Sir Thomas Shaughnessy had been fully advised of the negotiations for the subsidy for the British Columbia Southern. He could not explain how it was that Sir Thomas was unaware that these two blocks were in the lands acquired. The only explanation he could offer was that it might have been an oversight on the witness' part. When he had notified Sir Thomas that there was a chance of getting a prompt settlement by which these two blocks might be acquired for the Columbia and Western, it was quite possible that he had forgotten that these blocks had been obtained for the British Columbia Southern, although he had worked during four months to this result; it was through having forgotten this fact, he supposed, that he had not informed Sir Thomas Shaughnessy that the company already owned these two blocks, through the British Columbia Southern. He had not asked that the proposition for the transfer from British Columbia Southern to Columbia and Western come from the government instead of the company in order that the company might not be afterwards charged with having switched these lands round for an ulterior purpose. The report that he had made from memory to Sir Thomas Shaughnessy of the meeting of the cabinet at which he had protested against the cancellation, he would swear to as substantially accurate as an account of what transpired. It might not include everything that transpired. For instance when the meeting had "got hot," Mr. Wells had left the room very hurriedly, and Mr. Prentice had gone to bring him back. But in the material points the report was correct. The same could be said of a similar report on an interview had with Hon. Mr. Wells on the evening of the 27th March of last year, which had been furnished the president of the company in the same way. This report reads as follows:

Memorandum made in room 58, Driard hotel, Victoria, at 9:55 p. m., 27th March, 1902, of a conversation between Hon. W. C. Wells and myself in the office of the Driard a few minutes previous:

Was in the office paying hotel bill when was addressed by Mr. Wells, who had come into office from direction of bar. The following conversation ensued:

Wells—Hello, George, are you going up tonight?

Brown—Yes.

Wells—When are you coming back?

Brown—I don't know; possibly not again this session.

Wells—I want to see you about those two letters you wrote me. I think you'll have to withdraw them, George.

Brown—I don't know why, Mr. Wells. I only stated facts.

Wells—Yes, George, but you treat of things I said to you in my private capacity and not as a member of the government. You had no right to.

Brown—Did you not say to me what I repeated in my letter?

Wells—Yes, but only in my private capacity. I will not have the government brought in.

Brown—It is difficult to distinguish when tweedledee and when tweedledum.

Wells—If you won't withdraw them, I must reply in my capacity as a member of the government. I think you take advantage of my friendship for your company.

Brown—You're a queer way of showing it. However, Mr. Wells, I'm not going to bother further. I have reported fully to the president and the burden of bad faith must rest where it is.

Wells—But don't you see that it is a mistake?

Brown—No, I cannot say that I do. Even in this last proposal you try in your letter of the 21st to tag on other conditions, or rather you make or endeavor to make the carrying out of a firm pledge of the premier's, as to the fourth section, conditional upon our accepting your new proposal.

Wells—No, that is not the intention. The fourth section bill is one thing, and the new proposal another.

Brown—I am glad to hear it.

Wells—Well, will you not withdraw your letter?

Brown—I cannot see how I can.

Wells—I will not impose myself upon the C. P. R., Mr. Brown.

Brown—What do you mean?

Wells—If they don't want my friendship then I must do without it.

Brown—I think you have nothing to complain of on that score.

Wells—Yes, I know that you have been very kind to me, but you should not ask me to defeat the government.

Brown—I don't; but do think we're not treated squarely. You act without giving the company a show for its alley.

Wells—But we were up against it and had to; the delays were all in your interest.

Brown—The results hardly prove it, however, if you don't intend to keep faith I don't care what you do.

Wells—I'm sorry that you won't withdraw your letter.

Brow—I am sorry that I feel I cannot.

Wells and Brown—Good night.

Note: The last three or four questions were in the hall leading to the elevator and in the elevator. At the first floor Wells got out. I went on to my room where I at once made this memorandum.

Note: After reading the above half an hour after writing, I found that I had omitted a statement by Mr. Wells, that he had told T. G. Shaughnessy that he had thought the delivery of the grants would defeat the government, and that if he found it so he would not make delivery. I replied that it was a strange thing that T. G. S. had not said something to me about it.

GEO. McL. BROWN.

In connection with the interview with Hon. Mr. Wells on the 19th March, and the correspondence immediately subsequent, he had sent Hon. Mr. Wells the following letter from Vancouver:

Vancouver, April 13, 1902.

Dear Mr. Wells,—On my return to Vancouver on Friday last I received your favor of the 3rd inst. In it you refer to my letter of 23rd March. I assumed that your letter is really intended in acknowledgment of mine of the 22nd ultimo, and on the correctness of that assumption I now write you. I would be in accord with you that my reference to our conversation of the 19th March was uncalled for, could I admit its inaccuracy, but this I cannot do. Your explanation, that the government proposed to convey to the company the "alternate blocks, etc.," in settlement of the third section subsidy in lieu of the land granted under that settlement already reached (this you confirmed in writing) I accepted as an intimation of the government intention. In all else you said to me (with the exception to the fourth section legislation to be introduced) I recognized that you spoke in your individual capacity. If not using the actual term your explanations certainly conveyed to me the intention that "political expediency" necessitated the government's course. If not that, what was it? You will remember that subsequently I repeated to the full cabinet that that reason had been assigned and on asking the confirmation of the cabinet it was tacitly given, nor was my assertion in any way questioned?

In reference to the paragraph in your letter, "I would have not authority to commit the government, etc.", I may say that with the exception of your ministerial assurances respecting the fourth section subsidy bill and your statement of the government's proposal in respect to the third section, I did not for a moment look upon any thing else you said, as in any way committing the government, but merely as an expression of your intention to exercise your personal efforts to the end explained. I, of course, could take no other meaning from your personal assurances, and it would have been ridiculous to have accepted them as an expression on the fixed intention of the government.

Alluding to the last clause in your letter permit me to say that it is not a "proposed settlement" but an "actual settlement," partially carried out, which has been set aside.

Your meaning in the last few lines of your letter is not clear. "In no case you could not expect the government to carry out." No one could expect the government to do something impossible to be done. This statement is obviously correct, but what meaning do you wish me to draw from it?

GEO. McL. BROWN.

Hon. C. Wells, Victoria, B. C.

In cross-examination by Mr. McCaul, Mr. Brown was ready to swear that these memoranda represented his recollection of what had occurred on the occasions dealt with—what had transpired as he remembered it, nothing more. He must have got bill 87 from the King's Printer, but could not recall the circumstances. He had no recollection of having shown it to Mr. Wells. Mr. Wells in the interview of the 19th March had distinctly refused to bind the government to any agreement by which the company could get possession of these two blocks in South Kootenay in connection with the subsidy for section 4. He had thoroughly understood this when he had had bill 87 drafted. Mr. Wells had intimated that he would use his personal influence toward the company getting these three blocks, but nothing more.

To Mr. Helmcken, the witness said he was still in doubt as to the paternity of bill 87, which had been intended merely to reinstate the company for section 4. When advised to go slow in the matter of pressing the company's claims for the two Kootenay blocks until the legislature had adjourned, he had obeyed instructions. He would not say that the object would have been accomplished if bill 87 had gone through. He might have gone on pressing on the other grounds as well.

In writing to Mr. Wells on the 22nd March, the witness informed Mr. McPhillips, he had assumed that the grants had never been actually delivered, although his contention was that these two blocks had become the property of the company. He should have perhaps qualified his reference to Mr. Wells' statement. Mr. Wells had not said that he (Wells) would see that the company got these two blocks, but that he would use his influence in the company's behalf.

In the conversation with Mr. Wells either the day before or the day after the cancellation, he informed Mr. McCaul, he did not remember Mr. Wells saying that if the negotiations for the two blocks were re-opened, the company had better withdraw its claim for subsidy for section four. It was quite possible that it was he who had had bill 87 framed, and it was also very possible that had this bill passed, advantage would have been taken of it by the company to secure these two particular blocks. He did not regard this as an underhand scheme to get possession of the desired properties. His impression when the matter was fresh in his memory as to Mr. Wells' assurance of personal support, was that the Chief Commissioner was merely putting him off by "giving him a jolly."

To Mr. Green the witness imparted the information that he was neither an officer nor a shareholder in the Pacific Coal Company, and knew absolutely nothing concerning that corporation.

In the afternoon the Premier, Hon. Col. Prior, was called as a witness. He had had nothing to do with the order-in-council on which these grants were issued. On the 14th or 15th March, 1902, while walking over to lunch, Mr. Prentice had repeated Mr. Wells' conversation as to being approached by Mr. Jack Taylor, of the firm of Eberts & Taylor. Witness at that time had not understood the details of these transactions, and Mr. Prentice had explained. Mr. Prentice said he had told Mr. Dunsmuir and he thought something should be done. At witness' suggestion Mr. Prentice and he went out to see Mr. Dunsmuir on the Sunday following. It was agreed that a stop should be put to the negotiations. Mr. Prentice had said that unless those grants were cancelled he would resign from the cabinet. Witness had commented from his own knowledge upon the extra value of these particularly lands. He had said he did not believe the government had had any right to give these lands and if there was such a transaction on foot as Mr. Wells had referred to, it was an additional reason for prompt cancellation. He was of the opinion that the government had had no right to give those particular lands. Altogether apart from Mr. Wells' report, he would have regarded cancellation as justifiable by reason of the grant having been an improvident and unjustifiable act. He was of this opinion at that time; this opinion was even stronger now. Before the cancellation the Attorney-General had stated his opinion very clearly that the government had the power. Witness knew of no other opinion being taken. The government's action was taken in opposition to the opinion of the Attorney-General. Mr. Dunsmuir had said three or four times, that he would have "no monkey business" of this kind; Mr. Prentice had said he believed Mr. Wells, and would resign rather than be connecter with such a transaction. Mr. Wells concurred. Mr. Eberts had consistently opposed the cancellation. During his visit to Montreal, while last on his "better terms" mission, witness had seen Sir Thomas Shaughnessy in Montreal and urged the importance of building the Spence's Bridge line. Sir Thomas had pointed out the large expenditures being made on the prairie lines, and said that British Columbia would have to wait. In time the company would build the Spence's Bridge line.

The company had an expert in the field, and if he reported good coal areas, construction would probably be hastened. The matter of the Crown grants coming up, Sir Thomas had stated that the company was determined to secure them, and witness had intimated that he would have to fight the government for all he was worth to do this. He (Hon. Col. Prior) was distinctly under the impression that Sir Thomas on this occasion had said that the company had at one time had the Crown grants in its possession. He had stated that Mr. Wells was to have returned them in 30 days. Witness had referred to the matter of the Taylor interview with Wells, and Sir Thomas had dismissed it with the comment that it was all nonsense.

As for Mr. Brown's memory report of the meeting of the executive: Mr. Brown had been very much excited and did not behave as one should before any executive; in consequence of which some of the ministers had spoken to him rather sharply. Expediency had not been mentioned at all in connection with the cancellation. The reasons for the government's action were made very clear to Mr. Brown. Mr. Dunsmuir in the first place had intimated that he (Brown) "knew well enough the reasons." Witness had himself referred to the grants exceeding the direction of the statute. It was a fact that the connection between Messrs. Eberts & Taylor was regarded as sufficient to excite suspicion and suggest that all might not be right in the transaction, with which there was no evidence to connect the C. P. R.

He had thought Mr. Wells' answers to the questions asked in the House in connection with these transactions justifiable. They were not perhaps full information, but as fair answers as were usually given by a minister to opposition interrogations. He had known of quite as "cloudy" answers being given hundreds of times. He would not go so far as to say that he would have given such answers himself, or that he would have concurred in them had they been submitted to him; he believed personally in telling the whole truth. Sometimes he was accused of telling too much.

It was Mr. Eberts who had stated to the caucus the reasons why a bill should be introduced and passed restoring the rights of the company for section 4 subsidy. The bill itself had not been submitted to caucus, nor to his knowledge to the executive. The reason that had influenced him in consenting to the recision order-in-council was that the company in his opinion was not in the first place fairly entitled to lands that were not contiguous to the line; if bill 87 had passed as framed, the government should upon demand of the company, have given blocks 4,593 and 4,594, as request would have been defiance of the mandate of the legislature.

Two or three days after this bill had been presented in the House, Mr. Oliver had come to witness personally in the House and pointed out to him how the company would be entitled under the bill to take lands anywhere in Yale or Kootenay, including the much desired blocks. He had replied to Mr. Oliver that this certainly was not the intention, and he had pointed out to Mr. Wells the way the door was opened. Mr. Wells had assured him that the bill was in the language of the subsidy act—that there was no departure contrary an enlargement of powers. Witness had not fully accepted this statement, and had talked the matter over with several members of the House. Mr. Eberts had said that the matter was one entirely within the hands of the government; it could refuse any selections it it deemed best. Bill 87 had never been before the executive. It had no knowledge of why it had been withdrawn. When Mr. Oliver had pointed out the enlargement of powers it had certainly made an impression upon him.

To members of the committee the witness said that correspondence marked "personal" would not be included in any return to the House. His attitude on this bill had not been in any way affected by his own connection with the Crow's Nest Coal Co. He had not discussed coal company matters with any of the directors for a long time. His view of bill 16 of this session was that it was simply to ratify an action taken by the government in the plain interest of the people. The legislature, as a matter of fact, was kept unadvised of the signing, sealing and subsequent cancellation of the grants. Witness certainly had expected that the Attorney-General drew bill 87, as all other bills. He had never read bill 87 until Mr. Oliver had pointed out its exceptional enlargement of power to the company, and then he had found that the bill was in reality not in accord with the government policy. The decision as to cancellation was reached as against Mr. Eberts' pressure; Mr. Eberts had always been against such action.

Mr. James Dunsmuir was the last witness of the day, giving his testimony with a direct frankness that carried conviction of its absolute honesty. When the application for the change of the grants from British Columbia Southern to Columbia & Western subsidy, was before the executive, he had inquired the reason of the change, and Mr. Eberts had informed him that it was because Mr. Brown wanted it that way. Mr. Eberts had pointed out that as both companies were in reality the C. P. R., it really made no difference to the province, the lands having been already given. So far as witness was concerned, he had expressed no opinion one way or the other. He had returned from the North on the 26th of August, and found that the matter had been dealt with on the 10th. He was not quite satisfied then as to why the change should be sanctioned. Mr. Wells had then said, "I'll tell you what we'll do. I'll take the grants back personally to Montreal and see what we can do." Mr. Prentice also had not been satisfied. Witness had not been satisfied but the executive had determined the matter he had said "let it go." On a second occasion in discussing the same matter Mr. Wells had said that he would take the grants to Montreal and see if he could get better terms for the province; he would see if the company could not be induced to build the line to Spence's Bridge. If he could not get better terms he said he would bring back the grants. Mr. Eberts knew of this arrangement. He knew that witness was dissatisfied with the proposition and that Mr. Wells had proposed to take the grants to Montreal and bring them back again if he could not get better terms. In stating that he had not known of this, Mr. Eberts was wrong. He did know. Witness had thought the matter settled when he had signed the recommendation for the preparation of the Crown grants. At the same time he had considered personally that the railway was not entitled to these particular lands as they were not contiguous to the line. The matter had been discussed before the 2nd of August. There was no doubt whatever that the proposal of the transfer came from the company. His opinion that non-contiguous lands could not be given was based upon the fact that such granting would contravene the direction of the statute. Mr. Eberts said the government had the power, and this opinion had been subsequently concurred in by Mr. Gordon Hunter. He had not understood that the guarantee of the Spence's Bridge line had been made an absolute condition for the delivery of the grants. It was Mr. Wells' own proposal to see what he could do in that direction.

On Mr. Wells' return witness had asked him when Mr. Brown was pressing for them, why he had not made the delivery of the grants, and Mr. Wells had said he would give his reasons later. Subsequently Mr. Wells had reported the matter of Mr. Taylor's proposals. He had come to the conclusion at once that there was something that was not right in the transaction, and had said that he would have no such monkeying as long as he was connected with the government. He had seen Mr. Brown soon afterwards and told him what Wells had reported. Witness had said to Mr. Brown and Mr. Eberts that he understood they both were "in it," and had informed them that he would not allow the Crown grants to be delivered. His conference from Mr. Wells' report was that Mr. Brown and Mr. Eberts were in it. This they denied. Mr. Eberts had told witness that he had spoken of the story to Mr. Taylor and that the latter said it was wholly false. Taylor had said that if he could meet Wells outside the hotel he would do something to him. The whole circumstances in connection with the transaction appeared suspicious and he had determined to cancel the grants, leaving the matter as it had been before.

With respect to Mr. Brown's memory report of the meeting of the executive, witness declared it "a lot of rot." It was nonsensical to suppose Mr. Brown could remember what had transpired and thus record it after he had gone back to his hotel. Mr. Brown's memory was poor enough when it was tested on the witness stand. At the executive meeting he had told Brown plainly as to the cancellation, "you know the reason well enough." The non-building by Spence's Bridge had not been suggested as a reason for cancellation; witness would not suggest it. Mr. Eberts had said he could not cancel the grants. He had said that he would do it, and he had.

No, he admitted to an aside from Mr. McCaul, that premiership was not all sunshine. He would not take it again for a million dollars a year. Bill 87 had been designed merely to reinstate the company under what was believed to be a legitimate agreement. The company was pressing for such reinstatement. He would not have consented to the bill in any form if he had noted the contemplated enlargement of the company's powers. As a public man he could see that if it had passed, the company would have had the right to make selection of lands all over Yale and Kootenay.

To Mr. McCaul: Mr. Wells had gone to Montreal with the grants with the understanding that he would bring back the grants if he could not get a guarantee of the Spence's Bridge road. Mr. Prentice, Mr. Wells and witness had agreed to this. Mr. Eberts also knew of it, and raised no objection. He did not dissent. If he had not have heard of the approach of Mr. Wells by Mr. Taylor, witness would have agreed to the delivery of the grants when Mr. Wells returned, they having been regularly issued, although he would have always felt that the government had gone beyond the intention of the act. Mr. Eberts had known of Mr. Wells' charges a week or so before the 18th March, when the grants were cancelled. Mr. Eberts had contented himself with saying that it was not true, and that Mr. Taylor also denied it.

To Mr. Helmcken: He could not be sure whether it was two members of the government or two members of the House that Mr. Wells had spoken of as interested in this company; it seemed to him that it was two members of the government. The letter of the 15th May to Mr. Brown, giving assurance of desired legislation, witness had not written or dictated himself. It had been dictated by Mr. Eberts and he had signed it. When Mr. Wells had gone East he had believed that the Crown grants would have to be delivered conditionally or not. He still thought so until Mr. Wells had related the Taylor experience, and he had then determined to put a stop to something that he felt was not right. He had never told Brown that the cancellation was on the ground of political expediency. The Taylor matter so far as he was concerned, was the one controlling reason. He would have prevented the delivery of the grants after that even if it had involved the defeat of the government. It wouldn't have made a bit of difference.

(From Saturday's Daily.)

Today should see the close of the Columbia and Western inquiry. It had been arranged that Mr. Duff should devote last evening to his resume, but after he had introduced his subject it was decided to adjourn until this morning, when the summing up will be continued at 10 o'clock.

A more extended abstract of the addresses of counsel will appear in the Sunday Colonist.

Of the evidence offered in the morning, the most significant was that of Mr. Smith Curtis, who volunteered for the witness box in order to contradict the position taken by Mr. Joseph Martin, who also had come of his own volition to the witness chair. The particular point aimed at was Mr. Martin's positive denial that he had grasped the enlargement scope of the reinstatement bill No. 87 of last session. This Mr. Curtis emphatically disputed. He had himself directed particular attention to the fact, he said, that this bill would enable the company not only to acquire the coal and oil lands now covered by lot 4,593, but also any coal lands left in the Similkameen and Nicola valleys, or on the North Fork of the Kettle river. Indeed he had jocularly suggested that it might be more convenient for the government simply to Crown grant the whole of Yale and Kootenay to the company, excepting lakes, rivers and mountain tops down to the snow line.

When this speech was delivered, Joseph Martin was present and must have heard what the witness said. Martin had previously spoken championing the bill and arguing what appeared to be the government speech in its behalf. Witness well remembered Mr. Martin's attitude and had been particularly impressed by two facts, one that in the second session of 1,900 Joseph Martin and himself had taken strong ground against a bill to extend the time for the Columbia and Western Railway to define and project on a plan its land grant, which it had failed to do within the time limit, and whereby it had lost its right to any grant at all—and—the second fact—that he (Curtis) had come to the session last year with the belief that the lands in question in South East Kootenay had been granted to the Columbia and Western; and had framed questions to elicit the information. Had he then learned that the lands had been granted, it was his intention to have strongly attacked the government and pressed for an investigation. When bill 87 had been brought down he had seen at once that the scheme which he had been on the look-out for would be carried though under cloak of this legislation. He wished, he said, to bring out another point. Knowing considerable portions of Yale and Kootenay, it was his opinion that a grant of 900,000 acres, which the company would get for lots 4,593 and 4,594, selected in the way proposed by bill 87, would be worth five times as much as lands taken in solid block—in other words, would be as valuable as a solid block of four or five million acres in the unappropriated Crown lands in Yale and Kootenay.

Hon. Mr. Wells, on recall, said that the grants for blocks 4,593 and 4,594 had not been kept with the others during his stay in Montreal. They had been in a separate envelope, and remained during his entire stay, at the Windsor hotel. He could not recall any reference to a suggestion of the grants being obtainable by the company in 30 days. The only reference to time was when at parting Sir Thomas had asked when he was likely to hear from witness again, and he had replied probably in a month or six weeks. Seeing Sir Thomas subsequently, the railway president had said distinctly that he did not blame witness personally for the non-delivery, but blamed the government. With respect to Premier Prior's statement that he (Prior) had directed witness' attention to the enlargement power of the bill, he said that he recalled the circumstance and that he had said that the bill should of course, conform to the subsidy act. He had spoken of the matter at once to the Attorney-General and mentioned the point to him, as he had always considered the measure "practically as the Attorney-General's bill."

The answers to questions in the House to which exception had been taken, he felt confident had been submitted to the executive.

Passing to Mr. Brown's memory report of the conversation had with witness toward the end of March, Hon. Mr. Wells explained that it was quite possible that Mr. Brown had met him in the Driard office, "apparently coming from the bar." As he had been looking for Mr. Brown at the time the situation was a natural one. He had suggested to Brown that if the company abandoned its claims for subsidy on the fourth section it might be possible to open negotiations for these East Kootenay blocks on other terms. The Brown report of their conversation was wildly magnified. The request for the withdrawal of the letter was about the one accuracy. With respect to bill 87, it had been left to the Attorney-General almost wholly, he being the most conversant with the facts. Witness had accepted the preamble as justified without any close analysis.

The King's Printer, Colonel Richard Wolfenden, corrected an error in dates that had somewhat confused the committee—with respect to the time of the printing of bill 87—and then all was ready for the summing up by counsel.

Mr. McCaul, who occupied the afternoon, prefaced his resume of the testimony with a dignified appeal for fair consideration of all related facts, and recognition of the fact that party zeal or political advantage must not be permitted by the committee, sitting as judges, to induce a wrecking of private character.

He then reviewed the evidence in extenso, showing step by step that details both great and small fitted together to corroborate his client's unshaken statement in its entirety. He showed how all the items of evidence pieced together to establish a systematic effort on behalf of the railway company to secure such a transposition of blocks 4,593 and 4,594 from British Columbia Southern to Columbia and Western account, as would make possible an evasion of the C. P. R.'s legal obligation to the Crow's Nest Pass Coal Company, while at the same time the government would fairly view the matter as one of domestic policy for the railway company, the transaction insofar as the government was concerned being merely a transfer from one subsidiary company of the C. P. R. to another.

He showed how much in contrast the C. P. R.'s ever-present desire to secure these particular blocks stood out against their lack of interest in taking out patents for their lands in the Northwest Territories, where they are anxious to leave them as long as possible to evade taxation. He showed the impossibility of reconciling the statements of Mr. Brown and Sir Thomas Shaughnessy with respect to the latter's acquaintance with the acquirement of the desired blocks on British Columbia Southern account, and urged the impossibility of accepting Brown's testimony of the fact that after working four weary months to secure these blocks for the British Columbia Southern, he had entirely forgotten the fact in negotiating for them for the Columbia and Western.

He held that the underlying motive in all these transactions must logically be accepted as the desire to revive the C. N. P. Coal Company agreement.

Coming to the order-in-council of August, 1901, he held that the statement of Attorney-General Eberts that he knew nothing more about it than the information conveyed by the order-in-council itself was beyond possibility of belief. It was not going too far to class it absolutely untrue. There were but two deductions to choose from the weight of evidence, either that the C. P. R. was quietly working to secure these lands for the purposes indicated, or that someone else was carrying on the negotiations for the benefit of advantage, in which relation he urged that all the circumstances would indicate the Pacific Coal Company as the party to be benefited.

And it was not shown that Mr. Brown, or Mr. Eberts, or Mr. Taylor was not identified.

He maintained that Wells throughout had acted consistently, and in the interest of the province. The preponderance of evidence was to the effect that even Mr. Eberts knew that the condition as to building the Spence's Bridge line was to be attached to the delivery of the grants in Montreal. Mr. Brown also knew that Mr. Wells was to discuss the building of the line to Spence's Bridge and the only natural inference under the circumstances was that it was in connection with the delivery of these grants.

As for Mr. Wells' reports of all the various phases of his Montreal visit, Mr. McCaul maintained that they were consistent, supported even by hostile testimony and rational. At the best, if Sir Thomas Shaughnessy's story were correct, it would appear that he was willing to be a party to a deliberate fraud upon the legislature and people of British Columbia, in view of which fact it was hard to ask the public to believe the protestations of high moral obligations in connection with the agreement with the Crow's Nest Pass Coal Company.

The Taylor incident was dismissed with reference to the testimony of subordinate and incidental details in Mr. Wells' favor, and to the demeanor of Mr. Taylor in the witness box, which carried its own impression.

In abstract the argument of counsel was in effect that all the evidence taken in co-relation supported Hon. Mr. Wells' story as absolutely true.

"I am told that none of the principals in the grand opera company speak to one another." "Well," answered Mr. Cumrox, "after reading their names on the programme I don't blame them for letting one another alone, instead of trying to pronounce them."—Washington Star.

The Torturing Backache of Kidney Disease

Causes Untold Misery and Drives the Poor Sufferer to Distraction—No Case That Can't Be Cured by Ferrozone.

The duties of the kidneys are among the most important that devolve upon any organ of the human body. If for any reason they get out of order, it results in the system becoming poisoned by unhealthy matter that is bound to cause serious illness. This explains the large number of deaths from neglected kidney trouble.

It is quite possible that you may have faulty kidneys, and not be aware of the fact. Among the most common symptoms are pain in the back and sides, morning headache, nervousness, sediment in the urine, specks before the eyes, dizziness and sour stomach. If you have any of these, hasten at once to take the surest of kidney and liver cures, Ferrozone. It is guaranteed to bring prompt relief and banish every pain and ache.

Thousands are kept in perfect health and free from kidney complaints by Ferrozone. Among those who speak in the most laudatory terms of the merit of Ferrozone is Mr. Chas. F. Olive, of the Gazette, St. John, N. B.: "For several years I have had kidney trouble," says Mr. Olive, "until quite recently I suffered torture. A few months ago my condition assumed a very serious form. I consulted several city doctors, used a well-known pill, but without the slightest benefit. I suffered from an intense pain in the groin, and the increasing seriousness of my trouble prompted me to try Ferrozone. It gave me quick relief, and half-a-dozen boxes cured. Ferrozone I can recommend as a specific for disordered kidneys."—Chas F. Olive.

Ferrozone not only cures kidney complaint, but also such maladies as Rheumatism, Gout, Sciatica, Skin Eruptions, Diabetes, Lassitude and Nervousness, which are caused by defective kidneys. It neutralizes and destroys all poisons in the system, cleanses the blood, and invigorates the enfeebled energies. It is mild, gentle and certain. Costs 50c per box, or six for $2.50. At druggists everywhere.

FERROZONE ASSURES HEALTH

Antiseptic. Refreshing.

CALVERT'S CARBOLIC TOILET SOAP

Contains 10% Carbolic Acid, and thus acts as an excellent preventive of skin irritation and infectious diseases, while it also has a healthy and beneficial effect on the skin and complexion.

F. C. CALVERT & Co., MANCHESTER, ENG.

E. G. PRIOR & CO., LD.L'TY.

ESTABLISHED 1859.

We have a full line of the following goods at the right prices; give us a call if in need of anything in our line.

Builders' Hardware, Mechanics' Tools, Iron and Steel, Pipe and Fittings, Brass Goods for Steam and Water, Garden Hose, Belting, Agricultural Implements and Vehicles.

E. G. PRIOR & CO., LTD., VICTORIA

Branch Stores at Vancouver and Kamloops.

RETAIL MARKETS

The prices in the retail market remain steady this week with the exception of butter, which has had a drop all round of 5c. to the pound. There is some exceptionally fine, pure maple syrup on the market. This syrup was got off the old Mallean homestead, near Ottawa, and was brought out by Miss Mallean, who is well known here. Eleven cases in all were brought, and it is put up for immediate use, as when it is in the pure state it won't keep long.

Wheat, per ton	$36
Corn, whole, per ton	$25
Corn, cracked	$25
Corn, cracked, per ton	$25
Oats, per ton	$28
Oatmeal, per 10 lbs.	45
Rolled oats, B. & K., per lb	4
Rolled oats, B. & K. per 7-lb sack	35
Flour—	
Hungarian	$1.25
Pastry	$1.25
Feed—	
Hay, baled, per ton	$22
Straw, per bale	75
Middlings, per ton	$26
Bran, per ton	$25
Ground feed, per ton	$26
Vegetables—	
Cabbage, per lb	2 to 3
Cauliflower, per head	15
Onions, per lb	3
Carrots, per lb	1½@ 3
Turnips, per lb	1½@ 3
Potatoes, per 100 lbs.	60c to 75c
New potatoes, lb.	5
Sweet potatoes, per lb.	5
Asparagus, per lb	12½
Asparagus, Cal., per lb.	10
Green peas, per lb	6
Celery	10 to 15
Rhubarb, per lb.	3
Artichokes, per	2
Eggs—	
Fresh Island, per dozen	25
Fresh eggs, per dozen	30
Fresh cream, per pint	30
Cheese—	
California cheese	25
Canadian, per lb	20 to 25
Butter—	
Manitoba, per lb	20 to 25
Best dairy, per lb	20 to 25
Victoria creamery, per lb	30
Cowichan creamery, per lb	30
Fresh Island, butter	25 to 30
Fruits—	
Cocoanuts, each	10@15
Lemons, California, per doz.	20
Lemons, small, per doz.	20@25
Island apples, XXX	$2
Victoria apples	$2
Strawberries, per box	30
California figs (black), 4 lbs	25
California figs (white), 3 lbs	25
California figs, new crop, 1 lb.	25
Currants, per lb	10 to 12½
Raisins, per lb	12½
Sultanas	17½
Valencias	12½
Loose Muscats	8 to 10
Mixed peel, per lb	15
Jams, Assorted—	
2-lb glass Rowell's, 1-lb. jars	75
Local jams, 5-lb. pails	75
Local jams, 2-lb jars	35
Local jams, 1-lb jars	25
Poultry—	
Dressed fowls, each	50 to 75
Wild fowls, per pair	60
Fish—	
Smoked salmon, per lb	15
Spring salmon, per lb	10
Cod, per lb	6
Halibut, per lb	10
Smoked halibut	10
Halibut, frozen	6
Flounders	6
Codfish, per lb	8
Herrings, per lb	4
Crabs, per dozen	50 to 75
Bloaters	15
Kippers	12½
Salt mackerel, each	15
Salt cod, per lb	10
Tongues and sounds, per lb.	20
Salt Holland herring, per keg	$1.50
Salt salmon, each	25
Salmon bellies, per lb	12½
Meats—	
Beef	10 to 18
Mutton, per lb	12½ to 18
Veal	12½ to 20
Pork	11 to 18
Lipton's bacon	25
Lipton's ham	22
Hams, American, per lb.	22
Bacon, American, per lb	25
Bacon, rolled	16
Bacon, long clear	18
Lard, per lb.	20

FOR STOMACH TROUBLES.

"I have taken a great many different medicines for stomach trouble and constipation," says Mrs. S. Geiger, of Dunkerton, Iowa, "but never had as good results from any as from Chamberlain's Stomach and Liver Tablets." For sale by all druggists and dealers.

CHILLIWACK COUNCIL.

Proceedings of May 16, 1903.

The adjourned meeting of the Court of Revision, was held at 2 p. m., when the business of the Court was closed up for the year, and the assessment roll reported to the Council for adoption.

The municipal council met at 3 p. m., acting Reeve Wilson presiding, and all members of the board present.

A communication was received from Chas. A. Gardner, offering $50 towards the opening of an outlet for the water on the trunk road in front of his property. Received and filed.

Board of Works Report.—Acting Reeve Wilson and Councillors Good and Thornton reported having let the graveling on the Vickerson and Banford roads to Geor. Banford, for 55c and 57½c per yd. respectively; that they had examined the contract of A. A. Cruickshanks on the Promontory road, and found it completed according to agreement. Acting Reeve Wilson and Councillors Ashwell and Thornton reported having let the graveling on the Maynard road to J. T. Maynard for 30c. per yard; the corduroying of 2½ rods and the construction of a 24-foot culvert on the same road to S. Jenkerson for $7; the brushing, logging and burning of 80 rods on the Willis road to John McIntyre for $30; the stumping and logging in front of Mr. Edwards' property for $5; and the graveling on the McGuire road to W. Newby for 24c. per yard. Acting Reeve Wilson and Coun. Lickman reported having let to R. H. Stevenson on the South Sumas road the corduroying of 30 rods for $1.20 per rod, and the blasting out of 11 stumps for $12; that they had let the graveling on the trunk road to H. H. Collinson as follows: From the Atchlitz to Collinson's shop, at $1 per yard, gravel to be taken from the Chilliwack River; from Collinson's shop to G. Chadsey's gate for 80c. per yard, gravel to be taken from the Lewis pit. Councillors McConnell, Good, Ashwell and Thornton reported having examined Corbould street, and recommended that a culvert be put in the slough and the street opened up. Coun. Lickman reported having examined the contract of H. H. Collinson on the Sumas trunk road, and found it completed according to agreement; that he had let to R. H. Stevenson the brushing of the Keith road for $75; that he had examined the Hall road and found it in a very bad state of repair, and recommended the centuroying of about six rods. All of which were, on motion, received and adopted.

Moved by Coun. Good, seconded by Coun. Thornton, that tenders be invited for the graveling of the trunk road from the post office to the Prest road, and from the Prest road to the Banford road, t