"WAS UNBUSINESSLIKE" SAYS JUSTICE MAGEE IN SUMMING UP LIBEL CASE

SUNDAY MORNING

Continued From Page 1.

Winnipeg, who held the title, Mr. Foster had directed him to remit a cheque for \$2480, covering the 25 cent

Syndicate's Borrowing Powers. The I.O.F. was here asked to advance \$5.25 per acre, and for what purpose? Only \$5 was to go to a vendor and 25 cents per acre to Mr. Fos-ter, who held a share in the syndicate. In other words the syndicate were getting land at \$5 and borrowing money on it and were borrowing money on it at the rate of \$5.25. Was that ever intended by the I.O.F.? If the Foresters had intended to advance only the net cost were they given full information by the syndicate. It is not necessary to suppose for one mo ment that any one of the members of the syndicate believed that they were endangering the funds. I can give him credit for the best intentions. It is a question, however, whether they were dealing fairly in not stating that they got the land at the net cost of \$5 per acre. Foster in getting reduction of 25 cents an acre calls

Unbusinesslike Transaction.

Does a man get a commission for In that connection it was necessary selling to himself? Then for whom for the jury to keep in mind the fact was the commission earned? Practically Mr. Foster had said, we will put Foster. Mr. Foster received that 25 cents in our pockets, and you can cheque and deposited it to his personal look to the land for security for your acc money. Up to only 1903 the LO.F. had not a scrap of paper for security from Montague, who had borrowed the themselves in his position with the money. The fact was the I. O. F. could results of the royal commission inhave sued Dr. Montague for the total vestigation before them, and decide advancements; nevertheless, it was a whether Mr. Macdonald implied that Foster entered the syndicate the ad- whether that was a reasonable con vances were still charged to Montague. struction to put on the evidence taken Subsequent lands purchased, however, by the commission which was before were taken in the name of the Union him. Next was ita deal with trust Trust Co. Singular to say the Union | funds? Trust Co. undertakes to buy the lands, to pay for them and assumes all the responsibility without any beneficial in-terest. It does look as if the transac-esters by Mr. Foster, with reference tion had been conducted in an unbusi-nesslike way. It is said that that 25 "turn on the tap," and the charge of cents per acre belonged to the Fores- Mr. Macdonald alleging moral callousthink it was a pity that evi- ness. dence as to how the transaction was! We have heard of a good many in disclosed to the Foresters was not sub-vestments, but we must try to conmitted. If the LO.F. were led to be-sider only the conditions between Ocby the syndicate that the lands tober, '03, and April, '04, the were bought at \$5.25, does it not follow when these letters were written. that the I. O. F. would be entitled to the time that Mr. Foster wrote those get that money from the syndicate? It letters not one of the Carrot River, is to be remembered that the I. O. F. Swan River or Battle River lands had were not buying land. It was the synbeen purchased by the trust company. dicate, and the I. O. F. were advance so we can only assume that the ining the money. Nevertheless, if they vestments under consideration at than was justified, they could immet the Great West Land Co. transaction and where words are spoken they are not generally actionable except in diately recover it from the syndicate, and the Kamloops deal. diately recover it from the syndicate, and the Kamloops deal.

I cannot advise you as a matter of law
On Oct. 28, '63, Mr. Foster was in cases before an attack is made in relation to business, or where a person it at 25 cents commission. If you come to Dr. Oronhyatekha, calling attention to the corclusion that they were o adto his memo given to Mr. McGillivr.y

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to his memo given to Mr. McGillivr.y

to hot generally actionable except in cases before an attack is made in relation to business, or where a person is said to have contagious disease, rendering him objectionable and unfit to hot many to be application of Dr. Montague, the cases before an attack is made in relation to business, or where a person investment board, at which Dr. Oronhyatekha was present, authorizing, on the capture of the

Mr. Stevenson's Objections. That was the position in February

1303. Mr. Stevenson of the I. O. F., a gentleman whose conduct through these per ole, appears to have objected to atkha writing to Foster in April 1904, apparently along the same line. Foster on April 7, in reply, uses fore it was very proper for Mr. Foster the words, "I can think of no way to to remind Dr. Oronbyatekha that these get the Montague advances out of your accounts, except by out-and-out pur-chase by the Union Trust Co." Two things are noticeable: the desire. The charge is made that he was left

to get rid of the advances and the in- in that need of money because of these ability of Foster to relieve the situa- investments. tion except by purchase. If this was First, Mr. Macdenald charged Mr. resolution of the Union was the most unbusinesslike transac-tion that could be imagined. The land first place, and now we have the trust company taking it over from the Foresters by its own resolution. Henceforth the property is regarded as that conditions the LO.F. would not have lost their funds in case of disaster, as concerned in the syndicate would have been liable, but when the came into the hands of the trust, the situation entirely changed. Not only had the I.O.F. handed over the money, but the land as well. There writing but the transaction was taken by all including Fos-ter to be binding. Practically the

were both members of the syndicate as well as directors of the Union Trust. The very fact that they were directors rendered it necessary ages," said Justice Magee. that they should acquaint the other bers of the board with full par-

Resolution of 1904.

His lordship directed attention to over the land from the syndicate, after maps and full descriptions of the their own intemperate language. properties had been laid before the meeting. It was for the jury to say they were aware that a profit of 25 against the editor of a paper. cents per acre had already been made ever, it might be conside out of the transaction by the syndi- Foster had provocation. cate. I said that the Union Trust were not entitled to any of that commisthere was a communication of the

Mr. Foster had said that this fact was not known to the other members of the beard. It was also to be considered whether the directors had ratified the deal on the strength of an in-

me, further, I made them on a politi-

"The jury will have to decide.
"First, had Macdonald justified the libel? Was there an unjustifiable rake-off? Further, if it was not justified in the eyes of the law would it be wrong to say it was justified? It was a question also for the jury to say whether in the light of the Foster let ters to Pritchard regarding the 25 cents per acre rebate, the transaction could be characterized as a rake-off. So long as words used were substantially justified it would not be sary for the jury to weigh the actual words in nice scales. One man would call a rake-off what another mar would call a commiss

Meaning of a Phrase. Continuing, his lordship said: "Is there anything in the words 'Notorious Swan River deal' that can be called libelous. At that time there had been a great deal of talk about the matter in parliament and thruout the country. The words notorious did not neces-sarily imply that the deal was of evil

His lordship then dealt with that part of chareg in which the words appeared, "That he asked for a private rake-off in a deal with trust funds." regarding the payment of \$2480 to Mr. Mr. Foster received that

In dealing with Mr. Macdonald's expression the jury would have to put very unbusinesslike transaction. After Mr. Foster had got a rake-off and

Other Branch of Case. The other branch of the case has to his letters containing the words

g the money. Nevertheless, if they vestments under consideration at The law, however, makes allowances ere induced by secrecy to lend more the time the letters were written were for the failings of the human tongue,

on the net cost of the land, the some time before, pointing out the company for others.

O. F. could have recovered the necessity for funds. The letter stated But there is a diff

Nothing in the "Tap." "Turn on the tap." His lordship sa nothing significant in that apparently mene form of speech. In February, 1904, the trust company had passed to Montague, and we find Dr. a belaw authorizing a further and on both grounds with special reference that writing to Foster in final call on stock, the allotment to Mr. Macdonald's speech at Orillia, be met in monthly payments. There- and the report which appeared in The to remind Dr. Oronhyatekha that these damages, and, therefore, I assume calls on stock were due. He calls for funds in a subsequent letter, on capital account and other funds as weil.

an investment such as trustees ought Foster with trying to induce Dr. to have made, there would have been Oronhyatekha to pay over surplus no trouble in getting money on them funds. By the agreement between the from other financial institutions. I. O. F. and the Union Trust the Union Twelve days later we have the Trust was to receive both capital funds Trust and investment funds from the I.O.F. company taking over the land. That It was for the jury to decide whether in using the word reserve Mr. Foster was purchased by the syndicate in the ed the LOF, from so investing. Could speech containing the alleged libel. it be said that Mr. Macdonald was wrong in interpreting the letter as he did.

Justice Magee said that altho it was of the Union Trust. Under the former true that funds were loaned by the he had no right or title to the money Union Trust Co. to the syndicate, there was no security. If the purchases vanced was an equally speculative venture, but without the same chance of profits which the syndicate had. Question of Speculation.

the was not in accordance with the facts. Union Trust purchased the land from If the purchases were speculative, the be used for their mutual benefit. Pro-

As to Mr. Macdonald's claim that his utterances were on a privileged occasion, the judge thought that Mr. Macdonald, having been called a liar. was quite justified in expressing himthe resolution of April, 1904, by which the board of the trust decided to take

As to Mr. Foster's charge of provocation in an editorial in whether the Union Trust were aware Globe, the judge remarked that as ediof all the facts in ratifying the pur- torials were unsigned, it was somewhat unusual for a charge to be made ever, it might be considered that Mr.

> Mr. Macdonald had held that his statements were to be considered as in



JURY ON FOSTER-MACDONALD CASE

A line sketch of men who sat on famous case—The artist assumes responsibilty for any libel actions which may follow appearance of this caricature.

those statements to the North Toronto board confisting of five, including the electors, had this in mind.

"If Mr. Macdonald has proven the In 1901 the Union Trust Co. was "If Mr. Macdonald has proven the charges he made, and if he was actuated by malice, and privileged by the general privilege which permits which it was to act as agent of the criticism of men occupying the position of Mr. Foster, as a candidate for The agreement provided that the tion of Mr. Foster, as a candidate for parliament, then he should go free. if not then you must deal with the question of privilege," concluded Judge Materials.

Mr. Hellmuth's Objections. After the jury had filed out Mr. Hell-muth urged various objections to his judge should have pointed out that the defendant must be able to prove exactly the truth of the exact words of the alleged libel, and that the onus of such proof lay absolutely on the de-fendant and that it was not incumbent

Mr. Hellmuth declared Mr. Macdon ald hadn't proved that a letter had been read by the chief ranger to dele-Counsel for Mr. Foster held that there were evidences of malice on Mr. Macdonald's part, which had not been pointed out, and that irrelevant matters pertaining to I. O. F. funds and syndicate deals had been brought in. Justice Magee's Summary.

Gentlemen of the jury: As you know, the plaintiff Mr. Foster, seeks damages for injury to his reputation.

No man has a right to injure the reputation of his brother. Society would be unbearable and life not worth living if every man could slander his neighbor. The law gives damages for words written or spoken, which would render a man open to contempt, or lessen his reputation as a good citizen eyes of his neighbor.

not generally actionable except

that he had urged Mr. McGillivray to gard to written words. It was not utilize the reserve funds of the LO.F. necessary to prove that special dampeter came the letter with the words: ages had been suffered if the words were defamatory. Written words are presumed to be more deliberate, and the plaintiff does not have to prove special damages, as when spoken.

Therefore Mr. Foster brought action Globe. He did not allege any special that the spoken words are not properly before you for consideration. if you find that the words were defamatory, you should give damages unless you find that they were uttered. under special circumstances. Such damages are sometimes of a curative nature, and in that case should be allowed in a measure equal to the damage suffered.

The libel which is admitted to have been published is the same as spoken words, so that there will be no difference on that ground. Gist of the Charge.

His lordship read the portion of the Now there we have," he continued the gist of the charge, that Mr Foster got an unjustifiable rake-off in a deal with trust funds, and that There are two branches to this case;

the alleged rake-off with rewere speculative, then the money ad- gard to the Swan River deal, and; Second, the alleged effort to get trust funds for speculative purposes. It will probably be just as well to review the nature of these two com-If the purchases were not specula-tive, then what Mr. Macdonald said with hundreds of thousands of members who pay into a common fund to One Man Meets Death as Result he syndicate.

Dr. Cronhyatekha and Mr. Gilli- ald's words were borne out.

question | was whether Mr. Macdon-tem on which fraternal insurance com-"Unless you are satisfied that Mr. panies are conducted. The object Macdonald made an untrue statement chiefly was to have a large fund savhe should not be made liable for dam- ed up thru the early lives of members to meet the needs of later life. They were, therefore, impressed with a trust. The act of 1889 stated that the surplus funds shall be invested in only certain class of securities, and one of the objects was the and was only to invest in first mortgages on lands or in municipal or school or government.

Well, you may put my name down, too, but don't say I was wearing a gorgeous uniform." school or government debentures, ordinarily the safest class of securities. Continuing the country of the Majestic Hotel, within

Permitted to Hold Lands.

lands to the yearly value of \$30,000 in- volvers and fire. stead of a maximum of \$350,000 as the

formed, and soon after an agreement was entered into with the I.O.F. by

4 per cent. rate of interest for the funds, altho the securities were taken in the name of the I.O.F. I think both Mr. Foster and Mr.

lordship's address. He held that the Stevenson said that it was not the practice to invest in real estate to the extent of more than 50 or 60 per cent. The charge is here that the money was invested in speculative ventures. Now what may be properly called speculative in one case may not be called speculative in another.

Was It a "Child"?

It has been said here that the Union Trust Co. was the child of the Forestbeen read by the chief ranger to dele-been read by the chief ranger to dele-gates at a Foresters' convention, bit-ing to \$2,000,600, was subscribed by terly attacking the administration of LO.F., except about 50 shares. It is evident therefore that in passshould not have lost the characteristic

of safety. The amount paid to this trust by the I.O.F. as capital prior to the year 1904 would, according to documents, appear to have been about a million

dollars. The I.O.F., altho agreeing to let the Trust Co. act as thei ragent, appear to have made investments themselves. The head of the order was Dr. Oron-hyatekha, while Dr. McGillivray was the supreme secretary, and they both appear to have been members of the investment board.

Dr. Montague was also a prominent official.

organized a syndicate to invest in lands in the northwest, money to be obtained from the I.O.F. In due course we find a resolution passed by the investment board, at which Dr. Oronwest. The loan was not to exceed the rate of \$4 per acre. Dr. Montague had reported that the particular land his son, Prince Arthur, is not very The loan was was worth \$8 per acre. approved subject to valuation of the and it is a remarkable thing about the

Mr. Hellmuth contended that the standard that the stander charge had been thrown out his lordship should not have referred to Macdonald's right to defend thinself on the platform. "I submit that your lordship's charge regarding that your lordship's charge regarding so it is hardly likely that he is going that your lordship's charge regarding the right of Macdonald to utter the words in defence, as if it was done under privilege, was erroneous and could not be sustained by the authori-

wrong in the charge on the question of fair comment. There had been no pretence that the entire speech had been comment; on the contrary, a charge had been set out and admitted.

Worked Worke

RIOTERS SHOT BY POLICE IN STEEL COMPANY STRIKE

of Clash at South Bethlehem.

SOUTH BETHLEHEM, Pa., Feb. 26 .-(Special).-State police, summoned here element involved in the Bethlehem Steel

ordinarity the satest class of the steel company's main ties. Continuing the court said: half a block of the steel company's main ties. Continuing the court said: half a block of the steel company's main ties. Continuing the court said: half a block of the steel company's main ties. The court said: half a block of the steel company's main ties. that showed considerable resistance. Missiles were thrown at the police, In 1901 they got permission to hold who were ordered to draw their re-The police declare they fired into the

Continued From Page 1

to the Newmarket Canal and other public works. C. J. Doherty, M.P., St. Annes, Montreal, criticized the naval program and charged that the gove ernment were acting wholly without reference to the will of the people, and in variance to the loyal sentiments of the people of Quebec. "We are not satisfied to sit back like puppets and let Sir Wilfrid do all the thinking for us," he said. "We in North York are now so firmly entrenched in provincial matters that we can turn our batteries of the federal government at Ottawa," said T. H. Lennox, M.L.A., amid volleys of applause.

He referred to the criticism of The Era that he had not secured the prison farm for North York. "I did all that any man could to secure that farm, said he, "but I could not. I made no

Ran Once Before. J. A. M. Armstrong, the cardidate, centested, the unsuccessfully, North contested, the unsuccessfully, North York at the last Dominion election against Hon. A. B. Aylesworth. He is about 35 years of age, and lives in Schomberg.

Officers Chosen The officers chosen were: Hon. resident, John Curry; first vice-president, J. S. Moore; second vice-president. L. H. Hollingshead; third vicepresident, Isaac H. Fenton, and secretary-treasurer, T. H. Brunton.

THE DUKE OF CONNAUGHT.

LONDON, Feb. 26.-The Duke of onnaught's tour in East Africa, on which he is about to start, is described as a big game-shooting tour. That has become a sort of generic name for such journeys, but it hardly applies to the duke's trip.

the application of Dr. Montague, the advance of a loan to Dr. Montague, advance of a loan to Dr. Montague, agood shot, and he does not care about upon the luxurious presentation of the contract was that shooting. It would be putting it mild-Hellmuth contended that since not as a rule good game shots.

es.
Also counsel held that the court was opments, and generally, no doubt, for Worked With Naval Stokers.

But if His Royal Highness is not great shot he is nothing if not a sports-The court should have explained to man in every sense of the term. The court should have explained to the jury that there was nothing in the jury that there was nothing in the court should have been sufficient to drive Mr. Foster out of public life, as had been affirmed by Mr. Macdonald in his charge. protested, but the duke was not to be deterred, and, donning an appropriate "Your lordship did not point out that this libel was a libel against Mr. Foster alone, whereas the report of the royal commission and evidence at the trial showed that all the transactions had large to the approval of the board of directors," where a provided with a shovel, he proceeded to ply it with all the enthusians at his command.

The Duchess of Connaught,, who is accompanying her husband, along with Prince Arthur and Princess Patricia, is one of the most traveled members of the royal family, and she, too, has roughed it bravely before now; while the Princess Patricia's sporting proclivities are attested by the fact that she has the reputation of being the cleverest and most enthusiastic of all the many royal cyclists.

The characteristic bonhomie and good nature of the Duke of Connaught expert player to play in the game let the charges be made in the proper were well illustrated during the late, when the "carnelian" is at stake—for way. As far as I am myself concernwar, when, on one occasion, attired in mufti, he was witnessing the departure worth an entire bag full of ordinary of troops at Nine Elms Station. To him, unconscious of his identity, approached a reporter eager for nan which the Duke of Connaught readily supplied. from Philadelphia during the night, had if the Duke of Connaught was not exseveral clashes to-day with the foreign pected also, and received the smiling

"Well, you may put my name down,

GAVE CZAR A SCARE

King Ferdinand, Halted by Peasant.

ST. PETERSBURG, Feb. 26.-(Special Cable to The Sunday World.)-Emperor Nicholas left Tsarskoe-Selo to invest in any security outlined in air to scatter the crowd, and that unment or had allowed ill-feeling against thought it would be well to start a Sambo, 38 years old, in the head. An- as usual, occupied an open carriage

PRINCESS OF CHIMAY

No Longer in the Gay Swim But Livas the Wife of Gypsy Rigo's Cousin. PARIS. Feb. 26.-Clara Ward, form-

erly Princess of Chimay, who eloped dozen years ago with Janczi Rigo, a gypsy violinist, is now living here with new husband, a cousin of Rigo. They have a modest flat in an unfashionable quarter and keep wholly to

She has grown enormously stout and passes most of the time in bed. lilhealth is the plea for the life she leads, and she prescribes her own remedies. She has not tried to renew relations with any of her friends of the old days and rarely goes out. Apparently nothing interests her. She has become in-

When quarters were to be found here she was too listless to search for them herself or even to decide upon those legislature to-day, making one of the chosen by her husband. She let 'nim most important days in the history of hire the place and carry her to it, and there she has remained, steadily gaining weight and coddling herself as an reasons for resigning from the cabinet

She still receives a small income from her family estate. It seems to be enough to supply her few wants. She rarely refers to the past and eems to be disturbed by no regrets. The future concerns her as little. Her

only thoughts are for quiet, freedom from annovance and gratification daily wants, which are inexpensive except for narcotics. She insists on a constant supply of strong drugs to induce sleep and lies much of the time under their influence.

MARBLE TIME IS HERE.

Marble time is here. The backbone of winter is broken. It makes no dif-ference what the weather man may say, nor how the ground hog per-formed. Spring is coming right along, and there will be no more zero weather. There never is any zero weather after marble time. It's against the rules and the rules of marble time are as certain and invariable as the laws of the Medes and Persians.

It is difficult to secure any very re marble time—the game is of doubtful antiquity. The editor can't tell anything about it, altho there was a time when he was more interested preservation than he now professes to be in a lot of things pertaining to wrestling, baseball and other things which do not interest a well-regulated bles. Editors ought to interested in ginning of the outdoor sports of way and one that materially affected springtime. It is the one infallible the best interests of the province springtime. It is the one infallible sign. And it comes without any foolish preliminaries. There are no meetings of committees, nor associations, and specifications, but it was arrang-nor managers. Marble time just ed at a later date without his knownor managers. Marble time just comes; comes everywhere at once and ledge or consent. He placed the blame continues until the peg-top season for the transaction on the attorneyopens, which in turn gives way to the general. His suspicions were repeated spinning-top.

to the coming of marble time, just take and then pull out, and tell their friends a walk to the schoolhouse in your neighborhood and look in the windows lows were. pee-wees, commies, tiger-eyes, agates, could draw \$20,000 per mile as soon as pee-wees, commies, tiger-eyes, against the first ten miles were built. He had would not have the place of honor in stated at the meeting that he wanted the window if it were not the open the money paid on progress reports of vinced, go over to the nearest vacant lat, or look for the proper cleared space between the sidewalk and the curb, where the small boys have congregated. Overcoatless and beachers you will find them with purple knuckles shooting away, unmindful of that he could build the road according the fact that the wind is still chilling, and calling excitedly in language cluding sidings. The government had calling excitedly in language which has never yet found its way guaranteed \$30,000 per into any dictionary, altho its right to a place in the recognized vocabulary not to be questioned, if centuries of

use establish the authority of words. Do you remember the time when your your boy friends who possessed a bag filled and overflowing with the little spheres, the result of steady shooting? D. you recall the fact that marble every boy of your acquaintance had a built for \$16,000 per mile. prepared to win yours or lose his? don't know the occult reason! body can give the answer. It is as difficult a problem to solve as the age

of Ann. Do you remember "fen." "fen dubs." "pinch fingered." "fen bo.
"knuckles down, screw bony" borings, and those other classics? And did you ever feel richer in your life than when you won the big "carnelian." ever did win one-it takes a mighty

It may be that you are a fan in some particular line and profess to believe that marbles is no more a game than croquet. All right, if that is your position, but it's a "carnelian" against an "alley" that you can't "knuckle by them. If left to himself I believe down" and make two good shots in he would see clearly and would still have been a member of my cabinet. ment about that. No zero weather after marble time. The first robin and the ground hog are all right in their ture of the contract was that the comble time is a cinch. There is no arguway, but marble time is as certain as pany had a right to lift mortgages held the happiness of childhood.

Henry Barrett Chamberlain.

SURPRISE PARTY.

On Tuesday evening a party archaperoned by Mrs. Philip Strath?. then proceeded to lay stress on Clark's statements were to be considered as in to invest in any security outlined in the public interest. The question the Insurance Act, such as decentures, was whether he had made a fair combonds, stocks, etc. The L.C.F. there was matter what dissatisfaction there was enjoyed. Mrs. Strathy was wearing 2 handsome white lace gown over satin and pearl ornaments; Miss Josephine Brouse was in black with rose colored ribbon in her hair and Miss Marjorie Brouse wore white lace with mauv andeau in her hair and violets; Miss Elevated and Underground Railway. Hazel Fitzgerald was in a become gown of Rose du Barri satin with gold mbroideries: Miss Phyllis Moffatt white satin and real lace; Miss Jane Wallbridge white lace over pale yellow: Miss Georgie Sankey looked very handsome in pale primrose ninon and Queen and Miss Helen Mackenzie, Mr. Sidney Fitzgerald. Mr. Finucane, Mr. Stephen Jones, Mr. Harold Morris, Mr. Percy Paterson, Mr. Lewis M. Wood Power Company, all of which are operand Mr. Collis.

Explains His Resignation From Alberta Cabinet-Hot Debate in House Over Railway Contract-Premier Defends.

EDMONTON, Alta., Feb. 25.-The in-Alberta politics. Mr. Cushing gave his with them the strength of conviction. He was followed by the premier, who locked horns with him on the question as to whether Mr. Cushing was present when the agreement was signed. The two not only failed to agree, but flatly contradicted each other

Boyle's Long Speech. Mr. Boyle spoke four hours on what considered the iniquitous features of the contract.

At 12.45 Hon. Mr. Cross took the floor, and replied to Mr. Boyle to the extent of two hours. The debate looked good for all night, but when Cross concluded, Riley moved the adjournment. Mr. Bennett arrived from Calgary by special train at 10.30 evidently in anticipation of taking part in the debate.

A political football was made of the etter which was tabled yesterday from President Clark of the railway to Premier Rutherford, in which he offered to construct the first 50 miles of the railway without drawing one dollar of the guarantee, and promised to make the road a great deal better than the contract called for.

Cushing Explains Resignation. Mr. Cushing in explanation of his resignation said that the agreement with the A. & G. W. R. had been entered into without his cons department of public works, with two ompetent railway engineers on the boy half so much at this time as mar- staff, was never taken into the confidence of the government. He charac-

ly aroused that the company If you are the least bit in doubt as build the road as cheaply as possible,

In his opinion the worst feature of

was willing to place a similar bond

Premier's Reply. The premier in his reply defended the railway policy of the past legis-lature, pointing out that the large guarantee of bonds was not unusual. mother made a marble bag for you, as the Ontario and British Columbia secured with a puckering string? Do Governments had guaranteed bonds you remember the capitalist among for larger amounts. He was surprised when he received Cushing's r nation, and at his statement that he was not in Edmonton on Oct. 7

time just came, that nobody said any-thing about it, that it was not dis-for \$20,000 per mile. Cushing is playcussed, that one day it was and that ing a bluft, when he says it can be bag or pocketful of marbles and was mate of R. W. Jones, government en-Of course you do, and of course you company's engineer estimate is \$27,000 don't know the accult reason! No No- per mile.

"I, as provincial treasurer, have in my care the \$7,400,000. Every cent of this money is in the bank to-day. You may rest assured that we will not part with one cent until the company give us returns of dollar for dollar in the work done. "Newspapers have made references

to graft. If anything has been done, expert player to play in the game let the charges be made in the proper a "carnelian," you must remember, is ed, only one individual representing, as he said, a private company, ever came to me with an offer of graft. A "Nest of Traitors."

"You will agree with me that during the past few days there has been a Mr. Boyle attacked the sale of bonds by the government on terminals for \$400,000 at any time. The said terminals had to be within one mile of the postoffice and in five years time might worth a big sum of money.

Attorney-General Cross opened his On Tuesday evening a party arranged by Mr. J. W. Mackenzie and the wealth of the north country, matter what dissatisfaction there was before, none now could lay accusation against the company.

> BIG MONTREAL MERGER Co. to Have \$20,000,000 Capital.

NEW YORK, Feb. 26 .- (Special.)cording to advices from Canada the Montreal Elevated and Undergro Railway Company, for which a charter has been asked, will have a capt-Miss talization of \$20,000,000. sorb the Montreal Street Montreal Light. Heat and Power Company, and the Shawinigan Light and

elevati purcha

-north and it far as

Tele Wor

Lapse In Langu Under tense In Ho East.

WHAT

The Sun report that spirit of cr posed to dious belief Experience paper im is to it things, the cults scn, despi markable exaltation. arms and lapses into afford a st seeming ex one would eyer floats lower of eyer been committing they will clean-living

not a defe London, O the weird "signs need of profes nothing the apos whose n