## ROYAL COMMISSION'S REPORT PRESENTED

(Continued from Page One.)

ment as a copy of the report of Goddard, has the figures raised in several instances, indicating an even are, and in the speech from the throne greater cost. These showed the probable cost of the railway, including ernment's intention to assist railway equipment and ballasting, as about development in both the north and \$26,000 or \$27,000 a mile, and Mr. tioned by Dr. Waddell as a probable berta and Great Waterways Railway On March 30th, Mr. Clarke telecost, though there is no doubt that Company was introduced, which, af-Dr. Waddell was of opinion at that ter having gone through the regular at Winnipeg: "Friend has already time that the work could be done for stages, was passed on the 24th of started east. My information indias to enable them to act at any place stages. The rate of February. During that session Acts rect. Will wire when news more dewhere Mr. Clarke and I may be, although interest on the bonds was fixed at 5 were passed incorporating ten differ- finite, but know will need you soon." per cent. The Premier stated that entrailways, and all of the other nine that the telegram referred to Mr. dummi proper road, and had for go on the matter of the matter will control to matter of the matter will control to matter of the matter will control to matter will be a matter will control to matter will be a matter will control to matter will be a matter will be a

you may be able to meet them as far to be constructed to the same stand-

med through me."

to give effect to the arrangements aladvertised. The session of the Legislature opened on the 14th of Januannouncement was made of the Govsouth of the Province. During the

associates largely on trust, placing duce, promote and submit for raticonfidence, as he does in Mr. Cornwall fication," power is given to create advising that the proposed plan was and your friend, but as a result he a liability against it of \$40,000, or at not feasible, pointing out that the Act

looks to Mr. Cornwall and your friend the least one-third more than its required that ALL moneys realized to see that he is not placed in a supposed probable cost. The Legis- by the sale of the bonds should be position of embarrassment; therefore, lature prorogued on February 25th, paid by the purchaser into the ap while he does not ask for details as the next day after the passing of this proved bank to the credit of the Pro to what you are doing, he wishes Mr. Act, and on the evening of the 24th vincial Treasurer. Cornwall to be able to assure him the Premier introduced resolutions, however,, that "the Government is from time to time what the progress followed by bills, to provide for guar- taking the chances of the price at is. Mr. Cornwall states that he feels anteeing bonds of the Canadian Nor- which the bonds are sold, being made that he is in a position of responthern Railway, not exceeding \$13,000 such that the purchasers will pay sibility to Mr. Rutherford, and that per mile, of certain specified lines, the expenses, etc.; but they know, on the form contained in it. (c) Engressed he can utilize his position towards payable in 30 years with interest at the other hand, that you could not conveying to Mr. Rutherford such in- 4 per cent., such lines to be conventure to risk the placing of the formation as you may be able to give, structed to the standard of the main bonds at less than the full market and at the same time be able to ad- line of the Canadian Northern, and price, lest you should thereby be vise you as to Mr. Rutherford's per- of the Grand Trunk Pacific branch destroying the credit of the Company sonal views and anxieties, so that lines to the same extent, and the lines and of the Government."

Mr. Minty replied on the 11th May

He points out

After Mr. Clarke's return from as possible. He suggested that he ard. One of the Canadian Northern England, some correspondence passed, ruld communicate with me from lines guaranteed was from Morinville and early in September, Mr. Clarke ne to time, and that I could pass to Athabasca Landing, a distance of and Mr. Minty came to Edmonton, the information to you, and that 65 miles. If this line were built in a accompanied by Mr. McArthur and ike manner you could keep him straight line, and the Alberta and Mr. Fisher as solicitor, and also Great Waterways similarly built in a solicitor for the Morgans. Certain destraight line to the west end of Lactails of the transaction were con-"your friend," he meant Mr. la-Biche, they would be only about 12 sidered and finally settled, and on the Attorney-General. There or 15 miles apart at Morinville, and the 12th of September, just prior to loubt as to the correctness of about 30 miles apart at Athabasca his departure for Winnipeg, Mr. Minty

ts stated in the first sentence Landing. The character of the coun- wrote the following letter to Mr. letter, but Dr. Rutherford try through which they would pass Woods: hat he said nothing to Mr. would therefore probably be much "Edmonton, Alta., Sept. 12, 1900. that would justify what Mr. the same. The evidence indicates that ys he repeated to him. Mr. the line of the A. & ~ W. as actually paign is for the Premier to leave on pose. s no reason why he should partly constructed is even further west Monday for the east, and be away uned to as Mr. Clarke's friend. than the straight line, and consewall, while not denying the quently nearer to the Canadian Norgo east. Therefore the matters can fises and destroyed. This he said he of the letter, qualifies thern line. The money received from most expeditiously be closed out did in Mr. Minty's interest, and because the statements, and Mr. Min- the sale of the bonds in both cases there. What I therefore propose is: he considered the letter a private one to he may have gone further was to be deposited to a special acacts warranted. The letter count in the name of the Provincial

by a solicitor to his own Treasurer, and paid out to the Comhe same day that he had pany monthly as the work progressed. w with Mr. Cornwall, and on the certificate of the government tails while east. may be inferences re- engineer. A similar resolution and ow such a letter could be the Alberta & Great Waterways Railout a general basis of way, authorizing the guaranteeing of is stated. The its bonds to the extent of \$20,000 per rises, why should there mile, including branches and sidings, to the Premier com- and to the cost of the Edmonton teroctiv with Mr. Clarke minals, but not to exceed \$400,000. ulso should Mr. Cross the bonds to be repayable on Janued, instead of his be- ary 1st, 1959, and to bear interest at

w months ago, was completion (except as to ballast) of ceeds, to be as soon as banking facili- an overdraft permitted Mr. company. All of the resolutions and send him. er, admitting the fore the prorogation, which took place "4. To organize the Construction

and Mr. Ruth- in the afternoon, and at that morning Company, which I shall do when ed by the issuing of the company's cheque session a Statute Law Amendment Act east. was going satis- received its second and third read- "5. To take out a license for the bank to meet the overdraft. After the to reports from lings. This Act dealt with numerous Acts which were being amended, and amongst others was an amendment to himself onds, returned, a coming on coming on the Executive Council" for the "Minister of Public Works," and "Office of the Chairman of Exemple 2017. Then the Directors of the Railway Company will while east (up
"5. To take out a license for the bank to meet the overdraft. After the formal agreement was dentered into with the formal agreement are 1 that even at this rate they yield 40 per on a line 300 m present line with the mortgage executed. Everything had been settled at this time except the specifications. Mr. Cushing submitted at this time except the specifications. Mr. Cushing submitted specifications which he had prepared by the engineers of his department, which the control of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that there is a difference of the Provincial bonds would realize. It will be seen that the provincial bonds would realize the provincial bonds would realize. It will be seen that the provincial bonds would realize that even at this time except the specifications. It will b r. Minty spent and "Office of the Chairman of Ex-Edmonton in ecutive Council" for "Public Works Railway Company will while east (up-

war was a surrent was a part of the surrent of the

onnection with the legislation required Department." The effect of this was on a wire from my Edmonton Agents were, however, rejected as being too and the sale price by the Morgans, or were available at the time of the neto transfer the oversight of railways that the formal organization of the severe. The standard to which the \$740,000, and the evidence indicates gotiations, from Edmonton to the west ready made. A good deal of anxiety from the Minister of Public Works Railway Company is complete), meet was shown on behalf of Mr. Clarke to the Premier. At this time the and authorize the execution by the that the least possible publicity should be given to the legislation effecting incorporation, which, being in the incorporation, which, being in the incorporation, which, being in the difference between the De- (d) the Agreement with the Control of the Minister of Public Works Railway Company is complete), meet that of the incorporation by the being made that 3 per cent, would be the outlet being made that 3 per cent, would be the outlet be be built, instead of being made that 3 per cent, would be the outlet be be built, instead of being made that 3 per cent, would be the outlet being in the Canadian limit of a legitimate broker's charge Medurray, is about 235 miles, and a Northern as in the case of the other for underwriting. Some evidence was straight line along Lac La Biche is about that of the Crow's Nest given as to the difference between the 25 miles, making a total of 260 miles.

The Conclusion.

The Conclusion.

The Conclusion of the S740,000, and the vidence indicates gotations, from Edmonton to the west road, and the wild be being made that 3 per cent, would be the outlet being in the S740,000, and the vidence indicates gotations, from Edmonton to the west company is complete), meet that the least possible publicity should be into the Minister of Public Works Railway Company is complete), meet that the strained to which the S740,000, and the wild being made that 3 per cent, would be the outlet being in the S740,000, and the wild being made that 3 per cent, would be the outlet being in the S740,000, and the wild being made that 3 per cent, would be the outlet being in the S740,000, and the wild being made that 3 per cent, would be the outlet being made that 3 per cent, would be in the S740,000, and the wild being made that 3 per cent, would be in the strained to the wild being made that 3 per cent, w partment of Public Works. Such struction Company, and the Construccontinued to be the case through the tion Company Directors will likewise
whole of the year 1909. A dissolumeet and authorize the execution of
tion followed the prorogation on the the same agreement.

Robertay Lake, and the winnesses an that "par Canadian terms, at which
agree that what was meant was the rate the bonds were sold by Clarke, was
road as it was originally constructed equivalent to about 103 per cent. This
principal facts and circumstances which
some fifteen years ago. The specifical difference was not explained, but it seem to have a bearing on the subject
tions are admitted by Dr. Waddeli to be appears that for the convenience of
matter of the inquiry, it is necessary to ion followed the prorogation on the the same agreement. 25th February, 1909, and a general "8. Thereupon the Premier, and

Provincial Election was held in March, Railway Company Officials will excesslting in the Government being cettle (a) the Agreement, (b) the more than one built to the standard of instead of \$4.866. This would be a ferred to in the Commission. It will be company of the commission of the commission of the commission. It will be company of the commission of the commission of the commission of the commission. Cross states that \$30,000 was men-session a bill to incorporate The Al-sustained by a very farge majority. Mortgage, (c) the Bonds.

> where Mr. Clarke and I may be, although be held at Edmonton and Winnipeg by

have Mr. Rutherford take with hima) Ceritfied copies of the various Orders-Council for Mr. Fisher and myself. Such copies or evidence as ble him to know that the printed nortgage and bonds I produce to him for ecution are agreed upon. This may e adequately met by your telegraphing im hereafter when you receive the printed mortgage that it is in proper form, and that the bonds are to be in opies of the Construction Agreement,

"Yours faithfully, G.- D. MINTY." The paragraph stating that Mr. Cross ad agreed to eliminate the clause re iring the company to build a road sting \$20,000 a mile, besides suggesting was the minister negotiating n behalf of and representing the Pro-ince, shows that at that time his attenon had been drawn to the fact that think that the road could be built for ess than \$20,000 a mile, or the company rould not have asked to be relieved of addition seeking to obtain a subside from the Dominion, and, as already indicated, had obtained an introduction to the Dominion Ministers, if no further "My Dear Woods-The plan of cam- assistance from Mr. Cross for that pur-

"1. To have all requisite Orders- himself. The "plan of campaign" n-Council passed before the Premier posed by Mr. Minty was not given effective eaves, giving him in his appropriate to, and later the company organized it capacities powers to close out all deapacities powers to close out all demeetings being necessary, owing to some

"2. To have the mortgage printed The fifty thousand dollars of capital in Winnipeg as soon as I arrive. The printed form will be executed. Pend-up in full was subscribed for by Mr. W. ng time of execution, copies will be Clarke \$40,000, B. R. Clarke \$5,000 sent to you for checking, and to Sir Wm. Bain (Mr. Minty's brother-in-law) Frank Crisp, for his final sanction. \$1,000, and Mr. Minty \$4,000. Mr. Sir Frank will cable his approval, Bain and Mr. Minty never paid anything ir any information he the mileage not to exceed 350 miles, and by that time I hope all will be on their shares, and simply held themas n readiness for immediate execution. nominees of W. R. Clarke. Not a cent Mr. Fisher will then cable that the of money was actually paid on this stock s "your friend"? And 5 per cent. The moneys received documents and bonds are duly execu- though the certificate of the manager he Attorney-General were to be treated as in the other ted, and the bonds will be deposited of the Merchants Bank was produced with P. Morgan & Co.'s agents against showing the sum of \$50,000 to the credit the deposite to the control of the Merchants Bank was produced with P. Morgan & Co.'s agents against showing the sum of \$50,000 to the credit the deposite to the credit the credit the deposite to the credit the credi pany they might be paid upon the the deposit in England of the pro- of the company. This was arranged b and whom he had every section of ten miles of railway ties permit transferred to Canada. Sir which he drew his cheque for that amount with only as the line, and on completion of all the terprise seeking a lines and terminals, any balance in copy of the O.C., so I want one as rovince, whose intross' duty to protross' o these questions bills passed through all the stages at the evening session. On the following R. Clarke, Mr. day there was a morning session be
"3. To incorporate the Construction being through by means of a resolution being the evening session. On the following day there was a morning session be
with while east.

"3. To incorporate the Construction being the evening session as the company was organized, directing the payment of R. Clarke, Mr. day there was a morning session beorganized, directing the payment to W. R. Clarke of the \$50,000 on account of fees, expenses and disbursements, followto Mr. Clarke, and its transfer to the

enterprise. One-quarter of the purchas paid was exactly the face value, together interest on the three deferred payreceived any of it. If it comprises the entire proceeds of the bond sale it also clear that no one has received an ortion of the proceeds of the bor out was advised by his solicitor that he purchaser at a price less than the market price, under an arrangement with him for a consideration, though not a commission, a very natural way being by a division, in such proportions as might be agreed, of the difference between the larger of be prevented by a desire to keep up the brother, B. R. Clarke, not appearing a credit of the Company and the Province.

such a desire were lacking then there Company up tould be nothing in the way if a suitable of the evidence urchaser could be found. In March of registered in the Province, as required at year the Province had sold in by Provincial law. Certain work, howthrough the medium of the ever, had been done on the proposed perial Bank, an issue of \$2,000,000 railway. 4 per cent. 30 or 40 year bonds of the of this distance from Edmonton to Fort The price realized was 97 McMurray had been cleared, and po or cent. There were certain small of it graded, though the plans had not arges, amounting in all to seven-eighths filed or the route approved by the not be considered, for they were The evidence shows that this route. clarke in respect to the railway settlement as either route previously su bond issue. It wo: I appear, therefore, veyed, permits of construction at that if 4 per cent. onds of only 30 or expense.
40 years 'duration would sell for within route, to par, 5 per cent. bonds of 50 years east end of Lac La Biche, which has been should bring a good deal more than par. There is evidence, too, that these Waddell says that at the time of the bonds were worth a good deal more than negotiations the length was discuss were offered in Lor on for public sub-tance of 268 miles, and adding the branch

for a very low standard of road, and he calculation, recurities in American curestimate their value taken together as stated that he proposed to build a road rency are quoted on the London Stock evidence in support of the conclusion im Mortgage, (c) the Bonds.

"You will appreciate the fact that the by letter to the Premier, suggested that probable explanation of that difference ernment or of the Legislature against Directors and Officers of the Railway Construction Company will be so selected the agreement should provide for pay- It is quite immaterial, however, for ment of the proceeds of the bond issue in the sale of the Provincial issue, and in are the then Premier and Attorney-Genmable them to act at any place only up to the actual cost from month of the process of the back and the process of the back as the process of the process of the back as the process of the back as the process of the process of the process of the process of the back as the process of the p were made subject to all the proviper cent., but they decided on 5 per
cent. in this case because "it was a
pioneer road, and had to go on the
market in competition with roads that
were guaranteed to run through
were made subject to all the provithat the telegram referred to but.
Cross, and on the same day, which
was Tuesday, he replied by letter, in
the single excepted from application in the case
were guaranteed to run through
were made subject to all the provithat the telegram referred to but.
Cross, and on the same day, which
was Tuesday, he replied by letter, in
to bring the threads together quietly at
some convenient place in the east, and
why your part of the matter will need
why our part of the matter will need
some adaptation to the conditions.

This outline will show how we have
to bring the threads together quietly at
some convenient place in the east, and
why your part of the matter will need
some adaptation to the conditions.

The agreement of the same day, which
was Tuesday, he replied by letter, in
to bring the threads together quietly at
some convenient place in the east, and
why your part of the matter will need
some adaptation to the conditions.

The agreement of the single excepted in the enterprise.

Company to build at least 350 miles of
not be the case. It may, however,
was directly interested in the enterprise.

The agreement of the single excepted in the enterprise.

The agreement of the same day, which
was Tuesday, he replied by letter, in
to bring the threads together quietly at
some convenient place in the east, and
why your part of the matter will need
why your part of the matter will need
some adaptation to the construction and equipin season and out of season, he has tried
why to replied by the professes a prosome adaptation to the construction of the provision
was the bond at the prospect of the provision.

The definite in the case of the construction of the provision of

Mr. Cross deny this, and say these matters were all settled at this meeting. After obtaining the letter above referred to, Mr. Clarke at once left respectively. The contraction of the other companies incorper mile, including branches and side per mile, including branches and side of the purpose of arranging a sale of the bonds which were to be given. Before he had returned from England Mr. Minty, his solicitor, wrote him from Winnipeg the following left was authorized to issue bonds to teri.

"W. R. Clarke, Esq. Dec. 12, '05. "Birth Sales of the Sales of West Sales

convail caned upon me today, as he was in town, and had just had an interview with Mr. Rutherford. The latter is anxious to know that matter is anxious to know is, whether an arrangement that Mr. Clarke would arrive to know in order that we continue that Mr. Clarke would arrive to know in order that we continue that Mr. Clarke would arrive to know in order that we con the O.C. in blank now in order that we continue that Mr. Clarke "If you concurred the above, please any inquiry as to the reason of their road. This company, with a capital that in furnishing an estimate such as of \$500,000, was formed under the Dothis on an application for a guarantee. minion Companies? Act on the 21th day of November, 1909, the first incorporation has been duced to the completion of their of November, 1909, the first incorporation of their of November, 1909, the first incorporation of the estimate too low. This letter was probusiness in New York, Mr. Clarke again went to England, but was gone only office. Their interests, which were only after a copy had been furnished by the went to England, but was gone only office. Their interests, which were only Shortly after his return nominal, were subsequently transferred Syndicate. e paid Mr. Cornwall the sum of \$12,500, to Mr. R. B. Clarke, who at the time the spoken of before in connection with the evidence was taken was nominally the only a spoken of before in connection with the evidence was taken was to arrangement respecting the steamship person interested. This company made estimate, Mr Clarke was still the stranger enterprise. One-quarter of the purchase an agreement with the Railway Company he had been, but he got a promise of aswhereby it agreed to build the road, and sistance, and assistance far beyond what of November, and went to the credit of in consideration all the proceeds of the had ever been asked for before. A guarthe special account in the bank in due bond issue, all of the capital stock, and intege of \$12,000 a mile of \$12,000 a. of November, and went to the credit of the special account in the bank in due course. The remainder was paid in three further instalments of one-quarter each at the beginning of December, January and February following, and deposited in the same way. The bonds were declared by Mr. Clarke to have been declared by Mr. Clarke to have been sold at par, and the amount which was tion. This seem most unlikely, and, ingular and the amount which was tion. This seem most unlikely, and, ingular and the amount which was to the feed where the feet was the feet where the feet where the feet was the feet was the feet was the feet where the feet was the feet w This money is now in the banks, is quite clear that no one has d any of it. If it comprises the proceeds of the hood sale is a director of the Puller of the Puller of the proceeds of the hood sale in director of the Puller of the Puller of the proceeds of the hood sale in director of the Puller of the Puller of the proceeds of the proceeds of the hood sale in director of the Puller of the Puller of the proceeds of the proceed of the proceed of the proceed of the proceed of the a director of the Railway Company, could not be interested legally in the Construction Company, Mr. Minty wrote to Mr. Fisher, Mr. McArthur's solicitor, a letter Mr. Clarke did intend to retain a sub- in which he stated: "It is indispensable tantial commission out of the proceeds, to our arrangement that the Construction could not legally do it. It will be noted, after divide it up with Mr. W. R. Clarke. nowever, that the letter of advice conained a paragraph which to a shrewd question, in my opinion, if we resorted man might indicate a way in which his to so obvious a subterfuge as to arrange might be accomplished to some that the person now controlling the railextent by making an actual sale to a saction with only 500 shares of the Rail-purchaser at a price less than the market way Company. No person would believe

> ale price and the price to be obtained clusion is quite beyond belief. The fact then the bonds were sold on open market, is also that Mr. W. R. Clarke continued to be the active person in control, his to the conclusion The actual distance of I that the main line survey showed a disscription by the house of Morgan for 110, payable in instalments up to the 1st of March. The prospectus states agreement are 1,800 ft. for each nine miles which result on the 1st of March. that even at this rate they yield 4ö per miles, which would make about 12 mil ption at par on a line 300 miles. Consequently at maturity. This, it will be seen, is a present line with branches and sid of the Provincial bonds would realize. 315 miles, while 335 was the figure men It will be seen that there is a difference of 10 per cent. between the sale price to as shown on the Government maps, which

way Company.

"My Dear Mr. Clarke—Mr. J. K. Cornwall called upon me today, as he was in town, and had just had an intergrity with Mr. Butherford. The work and had been representatively with Mr. Butherford. The into the length of the name and authority to Mr. Fisher in New York several days, and on the President of Vice-President, and whole showing the cost of bluding the road as for intergrity with Mr. Butherford. The would recommend the passage of the road had been representatively with Mr. Butherford. The length of the name and authority to Mr. Fisher in New York several days, and on the President of Vice-President, and whole showing the cost of bluding the road as following the work. The reason for rether who in proportion to the length of the name and authority to Mr. Fisher in New York several days, and on the President of Vice-President, and whole showing the cost of bluding the road as following the work. The reason for rether who in the work. The name and authority to Mr. Fisher in New York several days, and on the President of Vice-President of Vice

When the negotiations were esumed in October, or thereabouts, not a year after the receipt of this letter and given to the Canadian Northern and Grand frunk Pacific no special provision nade for sidings or terminals. This Company is permitted to sell all its bonds before expenditure of anything on the road. This involves, of course, a considerable ss of interest on the capital while it lying idle before it is a roads guaranteed for the Canadia orthern are chiefly reads o be constructed by the Company ady referred to as incorporated ackenzie & Mann, under the name of The Alberta & Midland Railway, and nder the Act of Incorporation, as alin proportion to so much of the line is actually constructed or under con Dominion Act which authorizes the Grand Trunk Pacific branch lines ch the Province guaranteed. The ment is made to this Company, as eady indicated, upon completion of road without ballast, in ten mile

erred all of its stock and assets. On Dr. Rutherford's attention being lled to this possible consequence, he istified the provision by saying that he road must be operactd as 50 mile ections were completed. It is perfectly ides that this shall be done, but while provides no penalty for failure to comwith this term, it may also be pointed t that all of the proceeds can be withawn before a single mile of road is com leted, because, as is already shown, the noney is paid out, under the terms of statute and agreement, "upon the completion (except as to the ballast) which clearly indicates that ballast is uncessary before the road is complete in contemplation of the Legislature nd consequently before the Company in be called on to operate it.

ions, with the result that at the end

ere may be an unballasted road, with whole \$7,000,000 paid over and no

urity for operation or even equipment

ballast except a company which has no

t at 335 at the outside, but for some un s (Coatinued on Page Three).

As to the mileage, even Dr. Waddell put

ROYAL COMMIS REPORT P

(Continued from explained reason it building and the and 30 to 50 miles necessary for the undertaking as ments, and the draf gests that if the Legisl. might have be It is apparent that amount of money wl o receive, and to soon as possible wit is to receive in return naid out to the Co without ballast, the less than that sum who, being the Comwould therefore natural place it at too low a figu one witness who is abl personal knowledge of His estimate, too, include for contractor's profit, a eral line, the sidings something under \$10,4 after all this the surp bonds had been sold at would have been ab dollars, is to be given The standard fixed, too not now existing, and t to determine, and, as t admittedly of a low modern road of The explanation offer the specifications whi were those furnished by original specifications Northern main line. in Nest is given as the sta in his letter submitting t points to many defects. mmaterial in the cas to the Board of Railwa of Canada, which has its No provision is made t ects in the specificati perhaps the inference o favor the Railway Co

Unfortunately, in the Clarke as a witness, no placed on his personality powers. But the fact men acting as trustees ment with a stranger for by him, and make con n excess of what were for the same work, at granted to others for with absolutely no kno of the work to be done offered by the other party may reasonably give ri motive other than regal was their duty putation of the words of the Assembly mission is that that interest. Many of the cumstances related are such a conclusion. timacy between Mr. Cross, and the proceed building of the road fulfilled the legal red gesting a relationship belief that the Govern of what is done, are also this view But the fact to that fact direct tes by both Dr. Rutherford explicitly denying any either the evidence itself, in which it was given, reason to doubt its corre because the circumstar in conflict with it. As for doubt that the infere interest is the only reaso to be drawn from the related, and in view denial, it can only be sa evidence does not warrant there was or is any such a Cross, as is suggested All of which is respect

HORACE Dated at Edmonton, Au Minority Report by To His Honor the Li ERNOR OF ALBERTA IN Sir.—I have the honor

mission recently issued b and directed to the Hono Harvey and myself. The necessity for my mal report arises from the fa a the result my answer points of the inquiry a colleagues, the evidence different impression with regard to the motiv ninds or Mr. Rutherford Mr. Cornwall, the only of the Legislature,' of the inquiry. It

upon the more promine

joint report, in which, for My colleagues are of not important to find with regard to Mr. Cus Ministers in Calgary in my opinion it is of the do so. Criticism of their knowledge of at various stages of the subject of this inqu ignorance, is drawn a east a suspicion, of of this Company on t while not even a su s made against M none, and I think whatever to do so: and in my opinion the

a knowledge of all the i