

I. O. F. AIDS LAND DEALS

Oronhyatekha Says Order Were Disobeyed By Foster

S. C. R. ENDS HIS STORY

Toronto, Sept. 25.—When the Insurance Commission opened yesterday, with Dr. Oronhyatekha in the witness box, Mr. Shepley took up the asset of \$20,000 held by the I. O. F. under the head of provincial. He claimed that this should be held by the Union Trust, but witness could give no further information than he had already given as the matter had been turned over by him to Messrs. Laidlaw and McGillivray. Questioned on the purchase of certain C. P. R. subsidy lands in connection with the Great West Land Co., he knew that the I. O. F. had loaned the company money, but that he had received no personal profit out of the transaction whatever. The interested parties were Messrs. Foster, Wilson and McGillivray. One hundred shares of Great West Land Co. in his name he had received to the order, but by mistake it had gotten into the hands of the syndicate. He knew nothing of another deal concerning 237 1-2 shares. About \$58,000 of Union Trust funds were put up for the syndicate.

"It seems a pity that you were not looking after the Union Trust Co.," observed Mr. Shepley.

"If I had been," said the S. C. R., "some things which were done might not have been done."

"Then you would not have approved of the handing over of corporation funds for private speculation?"

"No, I don't think I would."

"What other transaction had you in mind," asked Mr. Shepley, "when you said that some would not have gone through if you had been in direct charge of the Union Trust?"

"I don't see any objection to saying this: The directors had given certain orders not to do certain things, and I understood Mr. Foster had done them, in disobedience of orders."

"You have in mind the particular matter or matters as to which there was a breach of the Union Trust?"

"Yes. It was buying stock which was non-dividend-bearing. I had very decided opinions in the matter, and had had orders given by the directors not to buy non-dividend-bearing stocks, and I understood that Mr. Foster did buy. I don't like it."

"What stocks have you in mind?"

"Some railway stock. I don't know what. The reason I was hesitating was that Mr. Foster in a sense did perfectly right in buying them."

The Supreme Chief Ranger's examination was concluded, and Hon. E. G. Stevenson of Detroit, supreme councillor, and the man who handles the legal business of the I. O. F. in the United States was called to the stand. Matters connected with the Union Trust were discussed.

"It was stated," said Mr. Stevenson, "that there was a proposition, involving Quebec timber. Three or four men were to take over 49 per cent. of the interest in the Union Trust to advance the money on their covenants, and we four, Foster, McGillivray, Wilson and myself were to borrow the 51 per cent. also from the Union Trust. I said that I had no such funds, and I demurred at borrowing from the Trust company, on the ground that we were trustees. Then the proposition dropped."

Mr. Shepley went on to ask what the witness had to do with the second transfer. He explained, in reply, that when Dr. Oronhyatekha departed for India, in October last year, the expectation was to have lands turned over to the Settlers' Land Co. The Montague lands were part of the 123,000 acres which finally found their way into the Northwest Land Co. After the doctor's departure, there was considerable agitation against subsidiary companies. Witness had reported that the Foresters might be laying themselves open to suspicion. A syndicate was formed, consisting of Messrs. (Dr.) Montague, Kitchen, Jackson, Gault, Bizar and John Montague. They were to purchase the lands at \$5.75 an acre, and to bear all the expense, giving their notes for \$10,000. They went on, and became the Settlers' Land Co. The Union Trust subscriptions were cancelled, and they became subscribers to \$100,000, provided by the trust lending them \$100,000 on their note, secured by their stock.

The final result was a net profit of \$118,000 for the Union Trust.

Too Many Eggs.

The original intention of the Northwest purchases was to assist members of the order to get a fair start there, with a chance to finally buy. "That," said the witness, "had to be abandoned when we took the back track."

"When you awoke to your land policy in the Northwest, what were your interests there?"

"Four hundred thousand acres, ultimately involving two million dollars."

"How did that strike you as the policy of a trust company?"

"I thought it was too many eggs in one basket."

The witness was asked about the Northwest Land Co. of which he was aware first in 1904. He told of an intricate deal, with which objection was finally taken, as he felt that money advanced by the Union Trust was not sufficiently secured. In the fall of 1905 stock taken by the Union Trust was cancelled, and retired, and a mortgage made covering advances made, and those subsequently required, thus giving the trust a first claim.

Mr. Stevenson gave further evidence. "Pope and Fowler," he said, "had a contract right to purchase 200,000 acres in the west at \$3.50 per acre. They turned that over to a syndicate on a \$4.50 basis."

"The syndicate being Foster, McGillivray, and Wilson?"

"Yes."

Increase in Values.

"This syndicate, in turning the pro-

erty over to the Great West added another fifty cents on the acre. For their \$200,000 profit Pope and Fowler, or whoever they represented, got \$150,000 cash and \$50,000 Great West Land Co. stock. When the fifty cents extra was allowed the syndicate, they got \$55,000 stock instead of \$50,000. That left \$95,000 representing the increased price. Of that 237 1-2 shares were transferred to the company and 100 to Dr. Oronhyatekha. I understood it to be the bonus of the Union Trust Co. for undertaking the transaction. They got their money back, interest and profit, in the ratio of 337 1-2 to 1,500 for financing it."

"When the transaction took the form of a mortgage, what happened?"

"It was turned back to the syndicate. I am down on the minutes as fathering the resolution. I don't accuse anyone of falsifying anything, but if I made such a resolution, I never intended it."

"Then Messrs. Foster, McGillivray and Wilson were really the Great West Land Co.?" asked Mr. Shepley.

"I'm not certain of that. I was told in a very indirect way that Mr. Wilson had purchased nearly all the stock in the company."

"Then you were not aware of the relationship of these three gentlemen to the Great West Co. as managers or controlling directors?"

Mr. Stevenson was not.

"I know, however, that Messrs. Foster, McGillivray, Wilson and Chancellor Boyd were directors of the Great West Co., and also of the Union Trust Co."

"And the money for the Great West Co. was all advanced from the Union Trust?"

"Every dollar of it."

"Then, whatever was acquired by the company was due to the use of the funds of the Union Trust Co.?"

"Yes."

Mr. Foster Takes the Stand.

When the examination resumed Mr. Shepley read the letter to Mr. Wilson, wherein Dr. Oronhyatekha protested that the 100 shares of stock in the Great West Land Co., which he had intended to transfer to the Union Trust Co., had in realization been transferred to the group in the company that borrowed money from the I. O. F. to engage in the speculation.

At this juncture, after 15 minutes' delay, Hon. George E. Foster took the witness stand.

From June, 1901, to May, 1906, witness was manager of the Union Trust Co. Mr. Foster had no written agreement with the company, except a verbal contract with Mr. McGillivray and Dr. Oronhyatekha. Witness was to receive \$5,000 per year for five years. He was also to have freedom with his public work in politics and other business that he was in previous to that.

Witness is the present secretary of the Great West Land Co. He is also a director of that company. He had the custody of the books of the company, and an agreement between the C. P. R. and Pope & Fowler, dated April 24, 1903, also an agreement of June 24, 1903, with the Town and Farm Sites Co., Limited, and himself.

Mr. Shepley asked Mr. Foster if he had numerous papers, agreements, etc., of the Great West Land Co., and other books, to which witness replied that he had them in his possession.

"Have you the letter-book of the 'syndicate'?"

"I don't think so."

"Has it been destroyed?"

"Not to my knowledge."

"Will you produce these books and documents?"

"I have no authority to produce any books or documents unless a document many years ago I have no intention except to assist the commission in getting all the information necessary for the legitimate purposes of enquiry. I will produce all the books and documents except the stock book."

"You do not want to take the attitude that anyone in this country is above a royal commission?"

"No, not at all, as long as the commission was within its powers."

There was another delay of 12 minutes at this point, while the messenger went for the books.

Mr. Stevenson took the stand.

A Series of Agreements.

Mr. Shepley took up, first, the charter of the North Ontario Farm and Town Sites Co., dated March 5, 1903. There were 10,000 shares of stock, value \$100 each. The provisional directors were Messrs. Boeckh, Diver, Dussau, Kydd, Vandusen, and John Montague. The company was to do a general land business.

The next document was the agreement of the original option obtained April 24, 1903, from the C. P. R. by Pope & Fowler for the purchase of 200,000 acres of land in the Northwest at \$3.50 per acre, of which one-sixth was to be paid in cash and the balance in five consecutive annual payments.

The agreement of May 20, 1903, between Pope & Fowler and the Union Trust Co. was read. This document provided for the Union Trust Co. to pay Pope & Fowler \$33,520 for the right or option to purchase said lands, and a further payment of \$28,146.66. The agreement also recited the payment of \$60,000 to the parties of the first part (the money they had taken to the C. P. R.) by the Union Trust Co. The transaction simply meant that Pope & Fowler transferred the land to the Union Trust Co. at an advance of \$1 per acre, and the Union Trust Co. in turn gave it to the Town and Farm Sites Syndicate at \$5 per acre.

Mr. Shepley went further into the minute book of the Union Trust Co. One minute provided for the loan of \$140,000 by the Union Trust Co. to the Town and Farm Sites Co. Witness became aware of this in the spring of 1904.

Mr. Shepley produced another document, an agreement between the directors of the North Ontario Town and Farm Sites Syndicate, on the first part the original incorporators, the second part, and Hon. Geo. E. Foster, Col. J. A. McGillivray and Matthew Wilson as the third part. The intention of the agreement was to vest a one-half interest in the land deal in these three.

—Foster, Wilson and McGillivray—Mr. Shepley read the minutes of a shareholders' meeting of the New Ontario Co., also a letter from Mr. Foster, offering an option of western land for 1,000 shares in capital stock in that company.

Mr. Shepley then took up the minutes again. One minute provided for the resignation of the provisional board of directors and named Messrs. McGillivray, Foster, Wilson and McGillivray.

HOUSEHOLD HINTS FOR WOMEN

A Column Specially Prepared by The Planet for the Busy Housewives of Chatham and Vicinity.

PEARS AND HOW TO COOK THEM

Housekeepers are beginning to realize that the pear is almost as useful as the peach in the making of fancy desserts, and as its keeping qualities are excellent it will probably become more and more popular for these dainty dishes. Sliced very thin and served simply with sweetened whipped cream, even an epicure should be delighted with it, or it may be served in the same way combined with bananas, peaches, or very ripe, rich-flavored apples. Only the finest flavored pears should be used for serving with cream and sugar.

A Pear Custard.

A pear custard is delicious. To make it, core and pare six very ripe, large pears, cook them in a little rich sugar syrup until perfectly tender, then drain them from the syrup and chop very fine. Turn them into a deep glass dish and pour over them a boiled custard, made with the yolks of four eggs well-beaten, three cupfuls of milk, three heaping tablespoonfuls of granulated sugar and a scant teaspoonful of vanilla. Whip the whites of the eggs to a firm snow with four tablespoonfuls of sugar, and drop in, in large spoonfuls, into a shallow pan of boiling water. Cook a minute on each side, lift out with a skimmer, and just before serving pile it over the custard. Dot with little mounds of red currant jelly and serve very cold.

Pear Croquettes.

Pear croquettes are more novel and quite as delicious. Pare, core, and chop very fine six large, ripe pears. Mix with them two tablespoonfuls of clarified butter, three-fourths of a cupful of sugar, four well-beaten eggs, sufficient finely grated bread to make smooth, and stiff, and nutmeg to flavor. Mould into small croquettes, drop them into boiling water, and let simmer for half an hour. Roll in finely chopped almonds mixed with a little cinnamon and powdered sugar, and serve at once with lemon sauce.

A PARENT'S PLEA

My little boy is eight years' old. He goes to school each day. He doesn't mind the tasks they set. They seem to him but play. He heads his class at school work. And also takes the lead. At making dinky paper boats. But I wish that he could read.

They teach him physiology. And, ah, it chills our hearts. To hear our prettily innocent. Mix up his inward parts. He also learns astronomy. And names the stars by night. Of course he's very up-to-date. But I wish that he could write.

They teach him things bonafide. They teach him how to draw. He babbles of mythology. And gravitation's law. And the discoveries of science. With him we're never a day. They tell me he's a clever boy. But I wish that he could add. —Life.

Minard's Liniment used by Physicians.

Dr. Oronhyatekha, 100 shares; Rogers, 10 shares; St. John Boyd, 10 shares; A. Schofield, 10 shares, and the company itself 100 shares. Pope & Fowler were to get fifty shares as promised in a previous agreement. This made up the 1,000 share of the Great West Land Co., as it was afterwards named.

When Mr. Shepley had finished, Mr. Stevenson called his attention to the signatures on the agreement, and it was noted that the signatures of Hon. Robert Rogers and Dr. Oronhyatekha had been written in lead pencil. They had not signed the agreement.

Among further documents read by Mr. Shepley was a minute authorizing the direct conveyance of the land from Pope & Fowler to the Union Trust Co.

Kinistino Accountant Arrested.

Kinistino, Sask., Sept. 25.—Suspicion that the robbery of the Bank of Commerce here recently were committed by Accountant Hickman resulted in his arrest yesterday. His preliminary hearing is in progress before Commissioner Generoux and Inspector Higgins.

Great Shortage of Cars.

Winnipeg, Sept. 25.—From all over the west come complaints of the shortage of cars for moving the grain crop, and the congestion is serious. Grain men are growing alarmed over the situation.

To Supreme Court of Canada.

Victoria, B. C., Sept. 25.—Mr. Justice Duff, who, since February, 1904, has been a member of the Supreme Court bench of British Columbia, has accepted the vacancy on the Supreme Court of Canada.

New Canadian Rear Admiral.

London, Sept. 25.—(C. A. P.)—The Canadian Associated Press learns that Capt. John Denison, A. D. C., a Canadian, has been promoted a Rear Admiral.

Both Legs Cut Off.

Winnipeg, Sept. 25.—A street railway conducted named Waters fell between two trolley cars last night and had both legs cut off.

Silence is always safe, and is frequently the smartest thing we can say.

The Planet—the People's Paper!

TAFT WANTS AN ARMISTICE

Palma Will Concede All To Rebels And Liberals

TEXT OF THE TERMS

Havana, Sept. 25.—It was rumored late yesterday afternoon that the Government and the moderates had tacitly decided to concede practically every thing to the Liberals and rebels.

Terms of Armistice.

The following are the terms of the armistice agreed upon by the opposing forces:

"1. No movement of troops shall take place on either side without a notification to the opposing authorities, viz., the secretary of the interior of Cuba, Alfredo Zayas, representing the Liberal party, and the American peace commission.

"2. This peace shall be effective throughout Cuba.

"3. If either party violates any of the expressed conditions the opposing party shall not take hostile action until after a complaint notification to the peace commission.

"4. Hostilities shall not be resumed for at least 24 hours after notification to the peace commission."

The Cuban Secretary of State agreed, upon the condition that he should notify Secretary Taft instead of Senator Zayas (president of the Liberal party), if the Government desired to move troops.

NO CHANGE MADE

Montreal, Sept. 25.—At the Methodist general conference yesterday the improvement of The Guardian was discussed. The price of the paper was fixed at \$1.50 a year.

No change was made in the pastoral term, although there was a warm debate on the motion for an unlimited pastorate.

The new mission board is composed of Revs. Dr. Ryckman, Dr. Heustis, Dr. Langford, Dr. Young, Dr. Briggs and T. Albert Moore and Messrs. Powell, Flavelle, Cushing, Koenig, MacLaren, Abram Shaw.

At motion was carried to pay the price of the keep of a horse where such was required, the cost being set at \$100. This practically raises the minimum stipend to \$800.

The widow of a pastor will be paid salary and permitted to occupy the manse for the balance of the year in which his death occurs.

SEVERAL MISHAPS

London, Sept. 25.—Edmond Murphy, a C. P. R. conductor, was severely injured at Etton bridge on the Port Burwell branch of the C. P. R. a heavy piece of timber falling from a car breaking his leg and severely injuring him internally.

William Cooley and a man named Bolton were injured yesterday afternoon while working under a heavy crane. The crane, which had been hoisted into the car and the men were caught underneath. Cooley had his leg and foot badly crushed, but Bolton was only slightly injured.

Ald. Foristall, who injured his knee a Quebeca month ago, suffered a similar injury on Saturday night by the sudden jolt of a street car.

Treating Wrong Disease.

Many times women call on their family physicians, suffering, as they imagine, one from dyspepsia, another from heart disease, another from liver or kidney disease, another from nervous exhaustion or prostration, another with pain here and there, and in this way they all present alike to themselves and their easy-going and indifferent, or over-busy doctor, separate and distinct diseases, for which he, assuming that he is curing the disease, thereby dispelling all those distressing symptoms, and instituting comfort instead of prolonged misery. It has been well said, that "a disease known is half cured."

Dr. Pierce's Favorite Prescription is a scientific medicine, carefully devised by an experienced and skillful physician, and adapted to woman's delicate system. It is made of native medicinal roots and is perfectly harmless in its effects in any condition of the system.

As a powerful invigorating tonic "Favorite Prescription" imparts strength to the whole system and to the organs distinctly feminine in particular. For overworked, "worn-out," "run-down," debilitated teachers, milliners, dressmakers, seamstresses, shop girls, house-keepers, nursing mothers, and feeble women generally, Dr. Pierce's Favorite Prescription is the greatest earthly boon, being unequalled as an appetizing, cordial and restorative tonic.

As a soothing and strengthening nervine "Favorite Prescription" is unequalled and is invaluable in allaying and subduing nervous excitability, irritability, nervous exhaustion, nervous prostration, neuritis, hysteria, spasms, chorea, St. Vitus's dance, and other distressing nervous symptoms commonly attendant upon functional and organic diseases of the uterus. It induces refreshing sleep and relieves mental anxiety and despondency.

Dr. Pierce's Pleasant Pellets invigorate the stomach, liver and bowels. One is three doses. Easy to take as candy.

He laughs loudest who laughs at his own jokes.

Minard's Liniment Cures Garget in Cows.

Silence is always safe, and is frequently the smartest thing we can say.

You cannot possibly enjoy good health when the liver is inactive and the bowels constipated. You must keep the liver active. You must have daily action of the bowels. Ask your doctor if this is not true. Ask him at the same time if he knows a better laxative than Ayer's Pills. All vegetable, sugar-coated. Dose, only one pill, at bedtime.

Small text at the bottom of the advertisement.

Humor and Philosophy

By DUNCAN M. SMITH

DISINTERESTED INVITATION.

Though the teeth of the bather may chatter

As into the water he dips,

He smiles with the utmost good nature

And bravely compresses his lips;

Though down in the region of zero

Or colder, he makes not a sign,

But calls to the ones undecided,

"Come in, boys; the water is fine."

The fellow who buys in a suburb

Where things are as dead as a stone

Wants not to be grasping and selfish,

Or in on the good things alone,

Though doubtful enough is his bargain,

He doesn't look grim and repine,

But sings to his friends in the city,

"Come in, boys; the water is fine."

And thus down the line you may travel,

The man who is caught in the net

Of all his friends and his neighbors

To think he has made a fine bet.

He labors to back up his judgment

By getting the others in line

And giving the old invitation,

"Come in, boys; the water is fine."

Powerful Breath.

QUICK HERE'S A HINT

POWERFUL BREATH.

"Why does that Russian drink so many highballs?"

"Keeps the moths out of his whiskers, don't you know?"

After the Ice-men.

In various parts of the country able

and industrious grand juries are handing

out documents to the ice-men

which look as though they might be let-

ters from home, but which prove to be

choice and well worded indictments.

To the wise and impetuous grand jury it appears to be a crime for the

men who have all the ice there is to

combine for the purpose of charging

all of the money in-town for it. While

ice is a necessity, the people cannot

use it as a substitute for potatoes or

utilize it to spread on their bread as

butter, and the grand jury wisely

opines that the people would like a

little small change left for these im-

portant articles, luxuries though they

may be.

Of course the ice-men do not look at

it that way and they have the money

to hire lawyers, but the unprejudiced

jury that has been buying ice itself

will doubtless hand them a cold deal.

Got the Message.

The girl sailed away with his rival.

And her form he beheld never more.

What the wild waves were saying was

plenty

To the lobster who sat on the shore.

For Variety.

"Does Mrs. Brown always cry when

things do not please her?"

"Oh, no, not always. Sometimes she

faints."

About the Same Thing.

"I understand the theory in regard to

the open polar sea has been exploded."

"Not exactly, but it has been put on

ice."

Far View Fine.

The distance lends enchantment to the

view.

Say, Billy, there's a heap of meat in

that.

And more particularly it is true

If it's our creditors we're looking at.

PERT PARAGRAPHS.

It is never too late to break a bad

resolution and quit resolving.

There are men who desire to see a

good man elected, and there are others

who would just like to see a good man

get elected.

Working for a living and earning a

living are not necessarily synonymous

propositions.

Tan on the face isn't nearly so un-