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STRAYED. On to my premises, S.E. 1/4, 32-16-16, W. 2nd, one young mare; bay with star on forehead; no brand. Owner is requested to prove property, pay expenses and remove same. E. C. SHAW, Melton, Sask.

ABOLISH PATRONAGE

Commissioner Cassels Finds That Patronage System Has Been Responsible for Excessive Prices—Government Acts Exposed.

Judge Cassels has reported from the Marine Department inquiry. His report is made to the minister of marine, and in the beginning shows clearly that the commissioner did not undertake to investigate the conduct of the minister or his colleagues and political friends. The inquiry was limited to the sins of lesser marine officials. The former deputy minister, Col. Gourdeau, agent of the department at Quebec and St. John, the chief commissioner of lights, Commander Spain, Inspectors O'Farrell and Schmidt, and some thirty other officials and employees are condemned or censured, for various offences of improper proceedings.

The commissioner also finds that the patronage system has led to greatly excessive prices, and that \$100,000 a year may be saved in the department by its abolition. That the government paid \$4,600 each for 40 diaphanous, which would have afforded the contractor 100 per cent. profit if sold for \$970 each. That the charter for the King Edward steamship at \$105 per day was improperly changed to \$180 per day, whereby the contractor got \$6,000 to which he had no right.

That some 80 men, who were not needed, were employed at the Halifax dockyards during the late election. That the patronage system in Halifax was intensified by the shameful interference of the late members for the riding. That the Mervin and Brooks contracts were absolutely without excuse. That the files of the department were mutilated after the enquiry began. That papers were destroyed which were valuable evidence. That agent Gregory exacted 5 per cent. commission on government contracts under his jurisdiction. That inspector Schmidt took bribes knowing they were bribes. That the deputy minister had silverware entered free of duty for his own use on representation that it was for the public service.

That the deputy minister has known of the improper transactions at Quebec, St. John and elsewhere, and that the chief engineer and his assistants would have been more careful as to the prices paid for diaphanous if they had been buying for themselves. The commissioner does not censure his conclusions so far as to suppose that Mr. Brodeur ought also to have shown anything of the excessive prices, and graft and extravagance that prevailed in his department, or that ministers would have been more diligent if they had been buying for themselves.

Where the sworn evidence of Gourdeau, Fraser and Gregory states that the transactions condemned were known to the former minister, Mr. Frontaine, the commissioner rejects the evidence because the minister is not here to speak for himself. The commissioner implicitly accepts Mr. Brodeur's assurance that patronage has been abolished in his department. He strongly urges that other ministers shall follow his example. The commissioner was employed by Mr. Brodeur and did not enquire into that minister's European picnic expenses. Nor the Falconer contract made by Mr. Brodeur himself, nor into any other matter in which the minister offended.

Numbers 84 and 85: Valentine Ratz, a government supporter of the last Parliament who never took any part in legislation or legislation except to vote with his party, has been called to the Senate, apparently for the purpose of assisting to reform that body. It is stated that his appointment was an arrangement made before the election by virtue of which Mr. Ratz stood out of the way of another candidate. He is number 84 in the list of ex-members placed in office by the Laurier government.

Number 85 is Dr. Peter Macdonald, formerly member for Huron and Deputy Speaker. Though Dr. Macdonald lives in Winnipeg, he has been made postmaster of London City, 75 miles distant, to the great indignation of the London folk who see no necessity for the imposition. Dr. Macdonald is 74 years old. In the last fiscal year 60 officials were superannuated, and all but six of them were younger than the new postmaster of London is at the time of his appointment. Of these thirty-eight younger men were retired on the ground of old age.

No Hurry Now Last session the government rushed through a bill authorizing the transfer of parliament grounds in front of Major Hill Park to the Grand Trunk Railway Company for a hotel. The premier pleaded that the matter was urgent, but on Thursday his attention was called to the fact that the company had done nothing but build an ugly fence around their concession, spoiling the

view and shutting the people out of the grounds. Mr. Wilfrid no longer gets the matter urgent, now that the company has got what it wanted from the government, and says he does not know when anything more will be done. The premier is in the habit of devoutly praying heaven that it may not be too late to give concessions to favorite corporations, but his hurry and devotion are apt to stop short at that point.

SCOTT DOES NOT PROVE HIS CHARGE

(Continued from page 1.)

men would have to be laid off on account of a shortage of junctions, and asking that the work on Smith St. be awarded to them, to provide for keeping the men at work. This report of the waterworks committee was adopted on motion of Ald. Balfour and Ald. Williams.

Witness stated that on March 2, 1906, a report was presented by the Health and Relief committee recommending that a site for a nuisance ground be secured on section 56. This was adopted on motion of Councillors Sinton and Bole. Two years later in March 1905, Mr. Laird being then mayor, a report was received from the Health and Relief committee recommending that the nuisance ground be reduced 25 per cent. in size. This was adopted on motion of Ald. Sinton and McEla.

On March 27 of the same year, a report was received from the waterworks committee recommending that water be sold to persons on the line of the main outside the city. This was carried on motion of Ald. Balfour and Williams. The arrangement was that applicants should pay the cost, the work to be done under supervision of civic officials. Application was made by Reginald Rinks for water to his place on the eastern annex on April 27, 1905. Fleming Bros also secured water and both paid for the work.

Cross-Examination. Cross-examined by Mr. Nolan witness said, Laird, Bole and Sinton all signed the report regarding the nuisance ground in 1905. In June a motion was passed delegating the handling of the nuisance ground to Messrs Sinton, Laird and Bole. In July a fence was ordered placed around the grounds. On March 2 the site was secured. In 1907 a complaint was received from Messrs Wilson secretary of local improvement district 9-P-2, regarding the nuisance ground, and asking that it be removed further away from the road. This was referred to the committee and subsequently on March 20, 1905, the committee, consisting of Ald. Sinton, Balfour and McEla, recommended the reduction of the nuisance ground in size, and the letter from Wilson was filed. The whole matter was dealt with in the usual way by the Council.

In the matter of the Kirk application for water witness said the property was just outside the city limits. J. M. Young had also made application for water on annex property. As a matter of fact he said, all it meant was the additional sale of water without any extra cost to the city. In the city the corporation pays part of the cost of the work, but in the case of the annex the whole cost was paid by the contractor. The present Judge Johnston who was then city solicitor had said the city was bound to supply water to the consumers outside the city. Referring to the Dobson, Jackson & Fry contract, he said he and Laird had signed the contract because the law required that they should do so. He did not make any money out of signing the contract. Dobson, Jackson & Fry could not get a dollar of the city's money without a certificate from the city engineer.

Tenders were all opened in public at the council meetings. In the case of the contract under consideration there were five tenders, and these were disposed of in the usual manner, as shown by the minutes. Dobson, Jackson & Fry were lowest tenders for labor on section 3, and their tender was accepted. William Newman was the lowest tender on sections 3 and 4 and he secured that contract.

FRY TELLS STORY After Mr. Hunter's examination was completed on Friday morning the defence called F. F. Fry, one of the firm of Dobson, Jackson & Fry, who had contracts from the city of Regina. On being examined by Mr. Bonnar he stated that their first contract in Regina was secured in 1903. They finished up their Regina contracts in 1906. Their tender in connection with sewerage contract for \$27,400 was accepted by the city. He knew Mr. Laird very well and had seen and talked to him often during those times. Though their tender for \$27,400 was accepted they felt they were too low and applied for a raise of \$3,500 and got it. He was in Moose Jaw and whenever he came to Regina he saw Mr. Laird. When asked by Mr. Bonnar if he gave Mr. Laird any money in the fall of 1905, witness stated that if he were compelled to answer that question he would ask for the protection of the court. This was granted and witness went on to state that in Dec. 1905 he gave Mr. Laird \$500 in Laird's office in Regina and told him to use it for the Provincial Rights

campaign fund. The witness stated that at the time the firm attempted to get the raise they had talked over the best way to get it, and decided the best way was to fix the council. We were to give \$1000 to Pete Cooper and Mr. Laird. They wouldn't support the raise unless we did. Witness told them that whatever Dobson said was all right. Laird didn't ask him for money until near election time. When he gave the \$500 Laird wanted the money for election purposes. After the election Laird pressed him for another \$500 and he promised to give it to him when he got settled up with the city he offered Laird a team of horses which were worth about \$500, but Laird wouldn't take them. The money he gave Laird was for election purposes but he couldn't afford to have given so much if the raise had not been made in their contract. He thought the raise in the contract had influenced him. Since the trouble which had resulted in this action he had seen Laird lots of times. He had seen him in Regina and Winnipeg and Laird had discussed the case. Witness said he had told Laird that if he were called he would tell the truth. He then stated that Laird had said to him "you never gave me any money" and witness had replied, "I did." Laird then told him he had an affidavit from Dobson and that he would make him stick to it. Laird had shown him the affidavit and then he had told Laird he wouldn't say anything if he could help it. After he had seen Dobson he told Laird that Dobson wasn't satisfied as he had given him the affidavit to be used on the platform during the campaign. Witness then promised to give Laird a declaration if he would give up Dobson's affidavit. This was the last time he had seen Laird until the trial. He had told Laird distinctly that he was going to swear that he had given him \$500. He had had letters and telegrams from Laird before the trial. He then handed Mr. Bonnar three letters dated Jan. 7, 12 and 19, 1908. The first one asked him to write Laird if he were to receive a subpoena from the defence. Laird also asked to be advised if Mr. J. M. Young hunted him up when he was down. The second one dealt with the Leader case and the third referred more or less to the two cases. Dobson and he had sent a wire from Winnipeg to Laird when they found they had been subpoenaed by the defence. He had given \$100 to the election fund at Moose Jaw and also spent very liberally perhaps \$200 or \$300. The raise in the Regina contract influenced him in giving Laird the \$500. He never saw Mr. Laird get any more money. If Dobson gave Laird money it was a separate amount.

Pete Cooper was always after money. He was a member of the council at the time. In Mr. Bonnar and now Mr. Fry, in talking to Mr. Laird tell us whether or not Mr. Cooper's name was mentioned between you? A. Yes it was. Q. In what connection, how? A. I said to Mr. Laird, "Pete is raising the row. He says that you got that money and won't divvy up." He says, "I don't want to have anything to do with Pete Cooper at all." I would not look at him. Q. You told Mr. Laird that Pete was kicking up a row because he (Laird) would not divvy up with him? A. Yes. Q. And Mr. Laird said he would not have anything to do with Pete? A. Yes. Q. Well, now, did you have any trouble over that? Some difficulty about your talking to Mr. Laird about your not divvying up with Pete? Did you have more than one conversation with Mr. Laird about it? A. Oh lots of them. Q. And what were those conversations with Mr. Laird about Peter? A. I wanted to keep him quiet. He says, "Here, I am going to go after Laird if he ever sticks his nose into anything—and I am going to make all the trouble I can." And I tried to keep him quiet; that was the object.

Q. You were trying to keep Peter quiet, and Peter was kicking up a row because Laird would not divvy up? A. That is what it is. Q. Did Mr. Laird divvy up? A. He said he would not have anything to do with Pete Cooper at all. Q. That is after Mr. Laird had got this money? A. Yes. Laird wanted the extra \$500 because it was promised. Witness did not know what he was going to do with the money, though witness told Laird it was for the Provincial Rights' campaign fund. Witness endeavored to make Laird settle before he got out of the council, but could not do so. Laird said there were two others in the council with whom he had to share up, and this would keep the sum down. Laird told witness that he had received \$700 from

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one of his (Fry's) partners, but afterwards he had altered the amount, and said it was only \$500. Witness said Laird had asked him to make an appointment to meet him at Broadview in November. This meeting was not held. They met in Winnipeg instead, and that was the occasion on which Laird secured the declaration from the witness. Witness and Dobson had written a joint letter to Laird, the original of which had been destroyed. A duplicate was produced. The letter was as follows: Winnipeg, November 16, 1906.

Dear Sir—After carefully considering the law suit between yourself and Hon. Walter Scott, it seems possible that we will be dragged into it by way of giving evidence. We do not care to have our private business dragged through the courts. We do not make a living out of politics, and we are not sufficiently interested in straightening out political differences as to leave our business and be put to the inconvenience that generally follows a protracted law suit. If there is anything in this charge of graft, the truth is what will be, and there is every reason why the truth should be given at the trial. Speaking for ourselves we propose, if compelled to do so, to give a clear statement of the workings of our contracts to the courts. If anything should be said to injure the reputation of yourself and friends, it will be you that has brought them there to do so. Therefore, we think it much better to let this case die a natural death. It will soon be forgotten, and you will not be pulling a lot of your friends into court, who do not care to leave their business for that purpose.

Yours truly, Cross-Examined. Mr. Fry underwent a severe cross-examination by Mr. Nolan. He stated that he had written the above mentioned letter "off his own bat." He had been contracting in other places in the west. The story about the 35 catch basins being left out of the calculations when putting in their tender was a lie. It was only used to get more money. Cooper said the \$1000 was for he and Laird. He knew that Laird and Cooper were not political friends but he didn't care about politics where money was concerned. The \$500 was given to Laird months after the contract was let and the raise secured. They would have gone ahead with the contract even if they hadn't secured the raise. Laird had got the money after pressing the need of it for election purposes. He had met Jack Lindsay at Moose Jaw. Lindsay had not promised him \$10,000 if he would swear for Scott. He had made out a declaration for Laird in which he said the money was paid for Provincial Rights campaign fund. The declaration was quite true. Pressed to discriminate he said that there was an understanding that Laird should receive the \$1,000 and the talk about the campaign fund was all a blind. "If you want to give a man money you can play a game of cards and let him win it," said the witness. "You know I am an old hand at this contracting business." In spite of Fry's threat to tell the truth, witness said Laird had asked him to come to Regina to give evidence, and had offered to pay his expenses. Dobson had told witness that he had paid Laird \$1000 of the company's money. Since that time he had been told that the amount was only \$500. He did not know definitely that the amount was only \$500 until recently. He did not know very much about the deal as it was a "peculiar class of business" and they didn't talk much about it. One reason why so much money was necessary was because there were two other friends who had to be settled with. Witness never learned the names of the other two friends and did not think Laird would be members of the council. He refused to give another \$500 because Laird refused to share with Cooper, said the witness, but later he changed this and said the money to be divided with Cooper was the money Dobson gave. He had met Roddy McLellan in Winnipeg and Roddy had bothered him quite a bit. McLellan had asked him to settle that affair up in Regina. He had taken himself and Dobson to St. Boniface and referred to several big contracts which they could get if they got the case settled. He met J. M. Young in Toronto and had come up on the train with him and Roddy McLellan from Toronto. He had never told D. A. McDonald that he could make more money by giving evidence for Scott than he could contracting. He had never told Sam Hamilton, Tom Blacklock, W. S. Ball or J. A. Goh that Lindsay had offered him \$10,000 to help Scott in the Laird deal. He had entered into relations with Laird because he was the strongest man in the council. He had not made the arrangement himself to pay Laird \$1000. If the arrangement was made it was made by Dobson.

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Bonnar asked for the protection of the court. He had paid \$500 to Mr. Laird in December 1905 for election expenses. He stated that there was an arrangement that his firm was to pay a concession of \$1000 for getting the contract raised. He didn't know who made the arrangement, but he didn't. He never paid part of the \$1,000. The money he paid Laird was his own and was for election expenses. He couldn't tell whether Laird had asked him for the \$500 which he gave him. Peter Cooper wasn't to get any of the money which he paid to Laird. He hadn't made any arrangements to pay \$1000, but thought that probably Mr. Fry might have. He didn't think there was any of the \$1000 owing to Mr. Laird now. The firm's books were destroyed after the firm had dissolved. He had given a declaration to Mr. Laird. He afterwards got it back by giving another one. The first one was torn up after he got it back.

In cross examining by Mr. Nolan, the witness presented a pitiable sight. He would make one statement one minute and contradict it the next. However, he clung firmly to the statement that he paid Mr. Laird \$500 in December 1905 for election expenses, and it was his own money. In his examination at Winnipeg a week previous he stated that he had never directly or indirectly paid Mr. Laird any money in consideration of his using his influence and position as member of the council of the city of Regina in getting his firm any contract. Asked by Mr. Nolan if this was correct he said it was.

Peter Cooper took him to see Mr. Scott while the latter was in Winnipeg and shortly afterwards he had written a letter to Mr. Laird asking him to try and get the case called off. He met Roddy McLellan the next morning after he had seen Mr. Scott and McLellan spoke of a contract at St. Boniface. The money he paid Mr. Laird for election expenses was taken from his own bank account in Regina.

EASTERN ANNEX DEAL J. M. Young told that Laird was a joint owner with him in the eastern annex purchased from J. K. McInnis. He said that the land was left in his name because Laird could, through his position, secure certain privileges and advantages which could not be so easily secured if it was known to the public that he was interested in the property. He had sold lands with a verbal guarantee that water could be secured. The value of the land, he said, was very considerably increased by the granting of water rights and the removal of the nuisance grounds. They had sold 800 lots. Up to the time he bought from Laird they made some \$30,000 in increased value, witness gave Laird \$10,000 for the portion of the property owned by him north of Seventh avenue.

Cross examined by Mr. Nolan, witness told of the misrepresentation by which he had collected \$600 commission, and which commission he had not shared with Mr. Laird. He told Mr. McLellan that the purchasers were an Omaha syndicate.

Witness could not say whether or not it was Mr. Laird who first mentioned the purchase of the land, but thought it was himself who did so. The first man to whom he sold a lot, giving assurances that water could be secured was Carl Schwartz. Laird had told him to make application for the water and he "would see that it passed." He did not think this was improper.

Asked to what extent the value of the Eastern Annex would be increased by the establishing of water connections with the Kirk and Fleming property, witness could not say that the value was much greater. He considered there was nothing wrong in having the nuisance ground removed, but he thought Mr. Laird and himself were more interested in

this change than the people of the city and surrounding district generally. The nuisance grounds were removed only some three or four blocks away from the original site. He could not suggest that there was anything very improper in either granting the waterworks or the nuisance ground removal. He would not suggest that either Mr. Balfour or Mr. Williams, who were on the waterworks committee would do anything wrong at the instance of Mr. Laird. Samuel Fleming, to whose place water was connected on the Eastern Annex, paid for its installation in September 1905, and since that time he has not paid a cent for water, and he has not been billed. Witness would not have purchased the property unless he could get the water. To Mr. Nolan he said he found there was a bylaw which entitled him to water. J. F. Bole, M.L.A., was called regarding the alleged bricks deal, and Mr. Nolan objected on the ground that the charge alleged did not take place during the time he was in council. The court ruled that the evidence was admissible. Witness stated a conversation with Mr. Laird, in his office, when he alleged that Laird offered him five per cent. commission on the sales of sand lime bricks on the condition that he (Bole) get them used in the new parliament buildings. He had turned Laird down and immediately went up and told Scott what had taken place. Mr. Nolan cross examined witness. He did not think it was much of Laird as he used to. It was not that he allowed his politics to enter into his personal feelings. Mr. Nolan—You and Mr. Scott kept this secret dark from April to August, and never let it out until Laird had the temerity to come out as a candidate? Witness, Yes. Continuing witness said Scott had not told him to take five per cent. He had not said to Laird, "What is there in it for me?" Laird told him he got ten per cent. and he would give witness five per cent. The case for the defence was closed with the evidence of a court stenographer as to Laird's admission on examination for discovery that he had written a letter challenging Mr. Scott to make his statement of graft.

LAIRD'S STATEMENT The prosecution attempted to bring in rebuttal evidence in discredit Fry's story, but the judge would not allow it, consequently, Mr. D. A. McDonald, W. S. Ball, J. A. Goh, S. Hamilton and T. H. Blacklock, who were going to tell of occasions when they heard Fry say it was more profitable to give evidence for Scott than Laird, were not called. Mr. Laird was first examined by Mr. Nolan. Regarding the brick story told by Mr. Bole, he said he was sales agent for the bricks and got five per cent. commission and nothing more. He had received \$500 from Fry and \$500 from Dobson for specific purposes. He received them early in December 1905. Mr. Nolan—I want you to relate to the judge and jury the circumstances. Witness, Well, I was taking a pretlot, giving assurances that water could be secured was Carl Schwartz. Laird had told him to make application for the water and he "would see that it passed." He did not think this was improper. Asked to what extent the value of the Eastern Annex would be increased by the establishing of water connections with the Kirk and Fleming property, witness could not say that the value was much greater. He considered there was nothing wrong in having the nuisance ground removed, but he thought Mr. Laird and himself were more interested in

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