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"SALADA" is hill-grown tea—grown on plantations high up on the hills in the Island of Ceylon. The leaf is small and tender with a rich, full flavour.

"SALADA"

—is always of unvarying good quality. Will you be content with common tea when you can get "SALADA"?

FOSTER-GLOBE TRIAL OPENED

Counsel of Former Claims Client Was Placed in Damaging Light.

BY EDITOR MACDONALD

In Long Address, Explains Those Northwest Deals and That "Turn on Tap" Letter.

Toronto, Feb. 17.—The report of the meeting at Orillia, in which J. A. Macdonald, editor of the Globe, accused Hon. George E. Foster, of having received a bribe of \$100,000 from the Union Trust Company, was read by I. F. Hellmuth, K. C., to the jury this afternoon, when Mr. Foster's suit against Mr. Macdonald for \$50,000 damages for alleged slander and libel was resumed before Mr. Justice Macge in the civil assizes. Mr. Hellmuth read it from the beginning to the end, not even omitting the heading, and the words, "Special Dispatch to the Globe," as given in its issue of Oct. 29, 1908.

"That is an offence which renders a man liable to an imprisonment of seven years," he said, referring to the part of the speech where Mr. Macdonald accused Mr. Foster of having received a bribe of \$100,000 from the Union Trust Company.

"That would have been theft and embezzlement," he continued. "He made a charge which would have caused the interest of the authorities of the crown, had there been any truth in it."

"Strong language, that," is the comment the lawyer made to the jury, when he read that Mr. Foster's conduct was such as to drive him out of public life in Canada.

Say It Contains Both.

"That's the article in which we say both the slander and the libel are contained," he said when he finished reading. "We claim that two charges are made there. If language means anything, the words mean that Mr. Foster deliberately took for his own use money to which he had no right or title, and that he took and kept money belonging to the trust funds of the Union Trust Company. That would be a crime, that would have been a dastardly thing to do."

"No evidence can be adduced," declared Mr. Hellmuth, "which will cause any reasonable man to believe that Mr. Foster is guilty of such a thing. Mr. Macdonald says that his statement is based on sworn evidence. I challenge anyone to produce any sworn evidence or any single man who has sworn before the insurance commission, who will or who did say that Mr. Foster took any money that did not belong to him. I have read page after page of the evidence which was given before the commission, and I have not found one who makes the statement that Mr. Foster took one dollar which did not belong to him."

"Then, what is the second charge? We say it is that the plaintiff wrongfully endeavored to secure trust funds of the Union Trust Company for speculative purposes in land in the west."

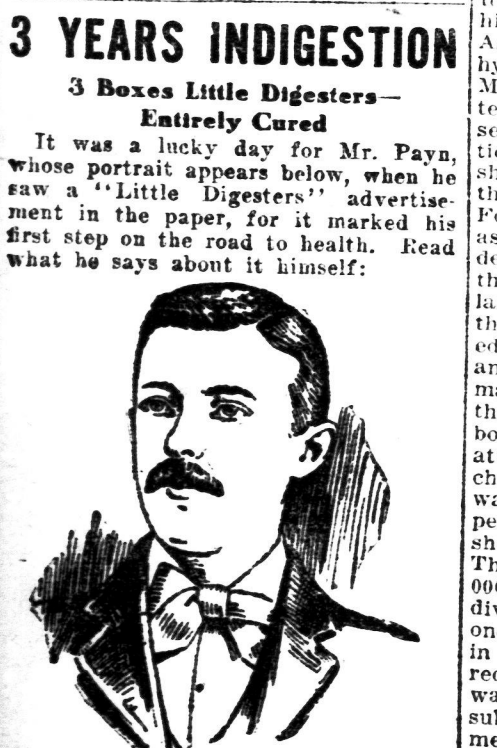
"The words used mean that Mr. Foster, by a series of blackmailing letters, tried to get at the funds, not the ordinary funds, but the trust funds, of the Union Trust Company."

"There are a number of sections of the code, and one in particular, which show you what such a charge means. The code says that anyone who, as a

3 YEARS INDIGESTION

3 Boxes Little Digesters— Entirely Cured

It was a lucky day for Mr. Payn, whose portrait appears below, when he saw a "Little Digesters" advertisement in the paper, for it marked his first step on the road to health. Read what he says about it himself:



King, Ont., Nov. 12, 1909.

Gentlemen—

Having suffered for three years with indigestion, nothing could relieve me, having seen your advertisement in the paper for "Little Digesters," I took three, was entirely cured. I feel convinced that anyone suffering with same will not fail to try "Little Digesters."

PHILIP PAYN, JR.

"Little Digesters" are dainty little tablets compounded of the purest and best ingredients for the relief of stomach troubles. They are positively guaranteed to cure even chronic cases of indigestion or dyspepsia or money will be refunded.

In little red boxes—25c. from your druggist or by mail from Coleman Medicine Co., Toronto.

trustee, with intent to defraud, converts to any use not sanctioned by the trust money in the trust's care, then such a man is liable to seven years' imprisonment."

Issues a Challenge.

"That is the charge made against Mr. Foster, and if it is true, Mr. Foster is liable to 7 years in prison. The charge is not true, however, and I challenge them to produce a title of evidence that will go to prove it."

"Mr. Foster was at the time managing director of the Union Trust Company, and the charge against him is one that must have disgraced him in holding such a position. Further than that, it must have disgraced him in his private life, for he is a man who once held the position of finance minister of the Dominion of Canada."

"Mr. Foster is unworthy of any public office, he is unworthy of any position in any financial undertaking, he is unworthy of any social position, if these charges be true."

As to Cattlefishing.

"Mr. Macdonald complained that Mr. Foster cuttled out of sight when the charges were made. I claim Mr. Macdonald cuttled out of sight in his statement of defence," Mr. Hellmuth went on.

"I imagine he could have put his defence in two small paragraphs, but he takes 29 pages to do it. And what is his defence? It is that what is complained of is or was privileged."

"But what does he say in his defence?" he said there. "No privilege will be pleaded! He said that Mr. Foster called him a liar. I don't know what he calls himself after taking this double stand."

"Don't think it was the lawyers who put up this defence. The lawyer does not and dare not advance any defence which his client does not instruct him to put up."

"Mr. Hellmuth, K. C., gave a full recitation of the facts in connection with the land transactions in the Northwest that formed the basis for the charges brought against Hon. Mr. Foster. He held that Mr. Foster was not acting as trustee in any particular, and that he voluntarily gave up the enormous profits realized from the investments into which he had entered with members of the I. O. E. Mr. Hellmuth characterized Mr. Foster as foolish and quixotic, and able to recover his share of the profits in an action against the Union Trust Company. After addressing the jury, Mr. Hellmuth completed his case by filing a copy of the Globe's edition of its managing editor accepting Mr. Hellmuth as counsel while with Mr. Johnston for the defence was Mr. W. Rowell, K. C., and various members of his firm."

The Northwest Land Deals.

Mr. Hellmuth reviewed the transactions out of which the charges of racketeering were made by any investor in the Union Trust Company. He said that the land deals were made, not by Mr. Foster, but by the executive board, composed of such men as the late Judge Wilson, K. C., Mr. E. C. Stevenson, Mr. McGilvray, Dr. Oronhyatekha, Mr. Foster, and Mr. Foster, therefore, had erred, he had sinned in excellent company."

Mr. Hellmuth's explanation of the deals follows:

"In 1891 Dr. Montague had applied to the I. O. E. for a loan to enable him to buy lands in the Northwest. Associated with him were Dr. Oronhyatekha and Supreme Secretary McGilvray, and Mr. Foster was asked would not discuss the ethical question whether or not Dr. Oronhyatekha had borrowed money from the I. O. E. In any event, Mr. Foster was not in a similar position, as he had no connection with the syndicate. The syndicate decided that the lands should be a trustee to hold the lands and handle the returns, and the Union Trust Company was selected. It was to be paid \$100 per year, and had no further interest in the matter. The entire transactions of the syndicate were recorded in their books, and showed that there was no attempt at concealment. In the purchase of the lands, the vendor's agent was getting a commission of 50 cents per acre. Mr. Foster said that this should be split, and the agent agreed. The syndicate therefore received \$50,000 out of the commission, and it was divided between the four, because no one else had any claim on it. Then, in the Swan River deal, the syndicate received \$2,480 in exactly the same way, and Mr. Foster got this money, subject to adjustment between the members of the syndicate. There was no complaint from any of them, and there was no one else who had the least interest in the transaction. After the acquired land had largely increased in value, Dr. Oronhyatekha, who had turned over to the Union Trust Company on account of his position of trust with the Oresters, whose capital was largely invested in the trust company. Mr. Foster's prospective profits he should lose, he agreed to turn the investment over to the trust company. The result was that every dollar advanced by the I. O. E. was repaid with interest, and the Union Trust Company made \$117,000 in profits out of the transactions of the syndicate. So, in plain terms, Mr. Foster, by his quixotic conduct, was deprived of a one-fourth interest in \$117,000."

"Turn on the Tap."

Mr. Hellmuth then took up the

second charge, that of blackmail, in connection with the letters written by Mr. Foster to Dr. Oronhyatekha in his capacity as manager of the Union Trust Company, and in which the famous "Turn on the tap" appears. He said that Mr. Foster had done nothing more than anyone would have done if placed in a similar position. The letters were written with reference to the investments of the Union Trust Company, for which the I. O. E. funds were used, and while the language used may have been striking, the purposes for which the money was requested were perfectly legitimate, he held. Mr. Hellmuth then filed as an exhibit a copy of the Globe of Oct. 21, 1908, containing a report of the Orillia meeting. He also read from the examination of Mr. Macdonald, on discovery, in which the latter accepted responsibility for the publication.

The opening of the action was marked by an effort on the part of the defence to further amend the statement of defence. Mr. N. W. Rowell, K. C., for the defendant, set up the claim that he should be allowed to plead that the words used in reference to the meeting at Orillia, where Macdonald was the defendant, were taken out of the Swan River land deal, and that comment upon the matters contained in the report of the royal commission on life insurance, printed by order of the Parliament of Canada, which matters were and are in the public interest. In the pleadings the defendant's solicitors relied upon the sworn evidence contained in the report of the commission, and Mr. I. F. Hellmuth, counsel for the plaintiff, insisted that the defence should be confined to that, and not allowed to depend on the other matter contained in the report, adverse to Mr. Foster, he held.

A Point for Defendant.

His lordship said the plaintiff should certainly not be compelled to search through the entire report to find on what the department proposed to rely, as it contained thousands of pages and the pleadings should have been settled months ago. Mr. Rowell agreed to restrict his amendment to the sworn evidence and exhibits filed before the commission, and his lordship agreed to allow the amendment to stand for the present, subject to a motion to strike it out before the case was given to the jury. He refused to allow an amendment alleging that the words complained of constituted a fair and accurate report of the proceedings of the meeting at Orillia, and that the report was not published nor made maliciously, and that the matters contained in the report were of public concern, and the publication was for the benefit of the selection of a jury was then proceeded with.

The Jury.

Flaney, Richard, Aurora; Fox, John H., 223 Sackville street; Langdon, Jos., 265 Pacific avenue; Eyles, Wm., 187 College street; Foley, James, 390 Montrose avenue; Gray, Robt. R., 129 Palmerston avenue; Kenney, Hilary, 225 Pacific avenue; Bryson, Wm., 225 Pacific avenue; Harry, 299 Manning avenue; Madill, Thomas, Markham; Edwards, James, 69 Sydenham.

Dismissal of Action Asked.

This closed the case for the plaintiff, and E. F. B. Johnston, K. C., for the defence, asked that the action for slander should be dismissed on the ground that no allegation of crime had been made that came within the sections of the criminal code alleged by counsel for the plaintiff. The taking of a bribe of \$100,000 was not a criminal offence unless it was proved that the person receiving it occupied the position of a trustee. Mr. Foster was not a trustee, but simply an employee of the Trust Company. Admitting that all that had been said about him were true, Mr. Foster could not have been held criminally liable. Then in regard to the libel Mr. Foster had not been in any position of confidence, and no damage had been done by his trade, profession or calling. Mr. Hellmuth protested that the fact that Mr. Foster occupied the position of manager of the company and was referred to as handling trust funds showed that he occupied the position of trustee. His lordship said there was no evidence that Mr. Foster occupied any office of trust; it showed that he was a candidate in North Toronto and formerly was manager of the Union Trust Company, leaving the inference that he did not occupy the position at the time. As to the words spoken, he did not think that the action would lie, but, of course, that did not refer to the publication in the Globe.

Mr. Johnston then showed that no notice had been given within the time required by statute, in order that the papers might be given a chance to retract, the action for libel should be dismissed. The statute in this connection was, he said, mandatory. His lordship held, however, that the fact that Mr. Foster was at the time a candidate for the Dominion House in North Toronto served him from another clause, to absolve him from the necessity of giving such notice. He stated, however, that he would take both questions under advisement, and should anything went to the jury he might change his opinion he would be prepared to hear it. Mr. Johnston protested that matter might be brought out in the trial of the libel action, but would prejudice the trial of the slander, and his lordship said he would protect the interests of all parties.

Do You Need More Blood

To Restore Health, Vigor and Energy— Then Turn to DR. A. W. CHASE'S NERVE FOOD.

Are the lips and gums pale? Does the inner side of the eyelids show lack of blood? Are you pale, weak and easily fatigued? This is the test you should apply, and if blood is lacking in quantity or quality, you can be sure that Dr. A. W. Chase's Nerve Food will do the greatest possible assistance to you.

While put in pill form, this medicine is more like a food because it supplies the system in concentrated form the very elements which go to create rich, red, invigorating blood. A few weeks' use of Dr. A. W. Chase's Nerve Food will do wonders for any person who is pale, weak and anemic.

It is sometimes spoken of as particularly a woman's medicine, because so many women are subject to anaemia and general weakness, arising from lack of rich, red blood. With the use of Dr. A. W. Chase's Nerve Food, vigor and energy are restored, the complexion improves, the form is rounded out. 50 cents a box. All dealers, or Edmansons, Bates & Co., Toronto.

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So that to buy a suit today you should insist on seeing and on getting the latest. In dealing with us you are assured of getting the very newest thing, because our immense business permits us turning over the stock without delay. And there is only one price.

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\$15

NO MORE NO LESS

We claim for our clothes that you cannot duplicate them for twice the price beyond our doors. We do not desire them to be considered in the same class with other fifteen-dollar suits being offered by other tailors---ours is positively a mill-to-man proposition which cuts out all intermediate profits.

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Opp. GRAND STATION, NEW YORK CITY. Rooms \$1.00 a day and upward. Baggage to and from Station Free. Send 2c. stamp for N. Y. City Guide Book and Map.

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to make room for new stock. ALL SIZES. 6, 7, 8, 9 and 10 bar fence. Come early and avail yourself of low price.

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150 BEDS—80 DIFFERENT KINDS—MUST BE SOLD

- \$1.75 for IRON BEDS—Brass knobs, 4 feet by 3 feet 6 inches sizes. Were \$7.00
- \$3.75—IRON AND BRASS Beds—Any size; were \$5.00
- \$4.75—IRON BED—Heavy posts and chills. Was \$7.00
- \$1.90—IRON BED—Heavy posts and chills. Was \$3.50
- \$3.25—IRON BED, brass. Was \$5.00
- \$5.75—IRON BED—Heavy posts, extended foot, 4 ft. by 4 ft. 6 in. size. Was \$9.00

Sale of Bedroom Rockers

90c for Bedroom Rocker—Was \$1.25

\$2.10 for Bedroom Rocker—Was \$3.00

REPAIRING AND RE-UPHOLSTERING OUR SPECIALTY.

SALE OF DRESSERS AND WASHSTANDS

6 only DRESSERS—3 drawers, royal oak finish, brass pulls and handles. Were \$7.50, for \$5.95

4 only DRESSERS—2 and 3 drawers, royal oak or golden oak finish, B. B. glass, for \$6.45

WASHSTANDS to match any of these Dressers, for \$2.95

A Small Deposit Will Hold Any Goods Until Wanted, With No Charge for Storage.

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