The Colonist.

FRIDAY, JUNE 22, 1894.

PUBLISHED EVERY FRIDAY MORNING BY The Colonist Printing & Publishing Co'y, Limited Liability.

H. ELLIS, Manager. A. G. SARGISON, Secretary

TERMS:

THE DAILY COLONIST,

PUBLISHED EVERY DAY EXCEPT MONDAY.

Per Year, (Postage Free to any part of Canada) $20 00
Parts of a year at the same rate.
Per week (if delivered) 25

THE WEEKLY COLONIST.

Per Year, (Postage Free to any part of the Dominion or United States) ..... $ 2 00
Six Months 1 25
Three Months 75
Subscriptions in all cases are payable strictly IN ADVANCE.

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A SENSIBLE ADDRESS.

Mr. Bryden's address to the electors of North Nanaimo District is eminently practical. It does not contain any fine sounding but empty phrases about abstract rights or about matters that are outside the jurisdiction of the Provincial Legislature. It deals with subjects that the people understand, and with wants that are generally felt. It is the common-sense address of a man who means business, and not the buncombe of a demagogue whose principal desire is to tickle the ears of unthinking people without saying anything that is of the least consequence.

The inhabitants of the district want new roads and better roads, and they also want the laws enacted for the protection of live stock and the discovery and punishment of cattle-stealers vigorously administered. Mr. Bryden gives the electors to understand that he, if elected, will keep the Government well advised as to the state of the district with regard to these matters, and they no doubt feel assured that if they do not get the improvements and the reforms that Mr. Bryden advocates, it will not be for want of exertion on his part. The representative who knows what his constituents want and has their interests at heart, if he has energy and executive ability, will very soon find a way to get what is required. This is one of the advantages of electing an energetic business man.

Like many others, Mr. Bryden is convinced that encouragement should be given to industrious and capable men who are willing to settle on the land. He knows, too, from experience, that in the heavily timbered parts of the country it is very hard for a man without capital to get a fair start. He is in favor of the Government assisting the new-comer in a moderate way. This plan is being tried in New Zealand with a success that is most encouraging. By this system the settler is helped, the number of producers, and, consequently, of taxpayers, is rapidly increased, and the Government loses nothing by lending the settler a helping hand. There can be no doubt that if this mode of settling the land which Mr. Bryden promises to support is expanded to any considerable extent, it will be of the greatest benefit to the whole province. It will before very long put a stop to the importation of the necessaries of life, which is such a drain on the province.

We are glad to see that Mr. Bryden proposes to interest himself in the development of the deep sea fisheries of the Province. There can be no doubt that those fisheries are destined to be a source of wealth, not only to British Columbia, but to the whole Dominion. Very little is as yet known about the fishing grounds off the coast. It is the business of the Dominion Government to explore the seas and channels near the coast to find out where the feeding grounds and haunts of the fish are situated. It is the duty of that Government to take the initiatory steps to establish the deep sea fisheries of this coast, but it is no less the duty of the Provincial Government to press the matter on the attention of the Federal authorities and impress upon them the importance of making the necessary explorations without any needless delay. The Ottawa authorities need to be reminded of their duty in this matter. They are apt to forget that British Columbia is, with respect to its deep sea fisheries, a completely new country. Comparatively little is known about the fish that swarm in the ocean off our coast. There is no exploratory work of this kind to be done on the eastern side of the Dominion, because the deep sea fisheries there have been long established. The eastern fishermen can tell what fish are to be found off every mile of the coast, how they are to be caught, and what is the best time to catch them. Generations of fishermen have been hundreds of years gaining this knowledge on the eastern side of the continent. But until lately there has been no deep sea fishing done off the coast of British Columbia by white men, and therefore it is necessary to obtain in a few years the knowledge of those western fishing grounds which the fishermen of the east have had centuries to obtain. It is clearly the Dominion Government's duty as it is its interest to engage in the work. We are glad that Mr. Bryden has directed public attention to this very important subject. We believe that by the mere mention of it in his address he has done more good to this island and to the whole Province than many members have done by four years' service in the Legislative Assembly.

Mr. Bryden's suggestion that a Royal Commission be appointed to find a solution for the Chinese problem, in which the Imperial Government, the Dominion Government and the Provincial Government will be represented, is an excellent one. The subject is outside the Provincial jurisdiction, and the Local Legislature may go on for years passing resolutions with respect to it without producing the least result worth mentioning, but the findings of such a Commission as Mr. Bryden suggests would command general attention and could hardly fail of producing good, practical effects.

TH ONTARIO ELECTION.

The politicians of Ontario seem to be very badly off for capital. The elections are to come off soon and it seems to us that they really have nothing to fight about. It is simply and baldly a battle between the Ins and the Outs.

There are some among them who are doing their very best to drag religion into the contest. But there is literally no place for it. Religion is as free in Ontario as it is in any country in the world. It would be utter folly for any denomination to endeavor to gain the predominance, and it does not appear that any denomination is trying to get any right or power other than those that are by the constitution accorded to all. Some of the politicians are trying to make separate schools in some way an issue. But they cannot take the very first step in the matter without having the constitution of the Dominion changed. Separate schools were established in Ontario previous to Confederation by the consent of all parties. That system was then thought to be a permanent settlement of the religious question as far as public education was concerned. There are, it appears, some people in the Province who do not like the system and desire to have it abolished. But they know, or ought to know, that it is out of the power of the Provincial Legislature to abolish separate schools. Sub-sections 1 and 2 of Section 93 of the British North America Act are clear on this point. This is how they read:

(1.) Nothing in any such law shall prejudicially affect any right or privilege with respect to denominational schools which any class of persons have by law at the Union.

(2.) All the powers, privileges and duties at the Union by law conferred and imposed in Upper Canada on the separate schools and School Trustees of the Queen's Roman Catholic subjects shall be and the same are hereby extended to the Dissentient schools of the Queen's Protestant and Roman Catholic subjects in Quebec.

The futility of agitating for the abolition of separate schools during an election campaign in the Province of Ontario ("Upper Canada") can be seen by any intelligent person at a glance. Such abolition could not be effected without a change in the Constitution of the Dominion. And to make such a change is very far indeed beyond the power of any Provincial legislature.

It is greatly to be regretted that this religious element has been introduced into the Ontario contest, for the only effect it can have is to produce or to intensify ill-feeling, at any rate for a time. Such agitations having really no substantial basis must soon subside, but they are not pleasant while they last. Religious liberty is too firmly established in this Dominion, and it is too clearly the interest of all denominations to live at peace with one another to admit of religious agitators so-called doing any permanent mischief.

THE MEANEST OF THE MEAN.

There seem to be no bounds to the malignity and the untruthfulness of the Westminster Daily Columbian. It hypocritically declares that in the matter of extending relief to the distressed settlers in the valley of the Fraser it had carefully refrained from embarrassing the Government or from attributing wrong motives to its members engaged in the work, and then proceeds to state that the grain supplied by Government is "impure rubbish," that the hay is bad and the potatoes rotten. In its haste to discredit the Government, it forgot that at the same time it was libelling merchants in Westminster city whose integrity is beyond question. The Columbian would have the people believe that these merchants have procured rubbishy grain, rotten potatoes and mouldy hay for the express purpose of cheating the Government and increasing the distress of the unfortunate settlers whose crops have been destroyed by the floods. This is utterly incredible. It is not to be supposed that the produce dealers of New Westminster have endeavored to palm off on the Government damaged grain, hay and potatoes, charging for them the highest market price.

We are convinced that the statements published by the Columbian are malicious lies. The articles purchased by the Government, we are informed, were all good of their various kinds, and the merchants of the Mainland have not combined to defraud both the Government and the unfortunate settlers among whom the grain, hay and potatoes were distributed.

Equally false and equally mean is the statement that "no system of distribution is carried out and no check imposed." A system of relief has been established, distributers have been appointed, and there are not only checks on the quantity of grain, etc., distributed, but counter-checks.

The Columbian, since it went into the lying business wholesale, did not stop at trifles. After asserting that the supplies distributed among the settlers were all bad, and that the relief was administered without system, it was a small thing to add that the relief, such as it is, "is being deliberately used by Government for purposes of bribery, without regard to the needs of those getting the supplies."

Col. Baker, who is superintending the distribution of relief, is indefatigable in his exertions to do all the good possible with the means at his disposal. In the distribution of relief he and his assistants consider nothing but the needs of the applicants. He knows nothing about their opinions, and would not give their political leanings the slightest consideration if he did. He is attending to the work early and late, enduring fatigue and suffering inconvenience with the utmost cheerfulness. He does this from a sense of duty, but if the Columbian were not the meanest and the most malignant sheet in existence it would have acknowledged his services in some better way than by defamation and falsehoods.

MR. COTTON'S ATTITUDE.

It is wonderful to see with what confidence Mr. F. C. Cotton calculates upon the faith of his supporters. He evidently believes that he has only to say that a charge of inconsistency and underhand dealing brought against him publicly by a respectable man is "a silly story" to cause them to rush to his rescue and exert themselves to swell his majority. This is not how electors ordinarily treat candidates against whom serious accusations are preferred. They require the candidate to clear himself by something better than his bare word. The man whose only reply to a charge is "It's a lie, see how these malignant opponents are persecuting me," does not long enjoy the reputation of being either innocent or artless. Readiness to pose as a martyr, or a persecuted patriot is not always an indication of either manliness or of conscious innocence. A manly man who knows that he is falsely accused, refuses to draw upon the confidence of his friends and disdains to appeal to them as an ill-used man. He faces his opponents boldly; he proves that he is innocent of the charge brought against him and he scorns to whine.

GORDON VS. COTTON.

TO THE PUBLIC OF BRITISH COLUMBIA: The above case has now attained considerable notoriety over the whole Province in consequence of Mr. Cotton's action in the matter. He has endeavored to delude the public on the true issue in his speech in the market hall of date April 23, in his letter to the Victoria Times of date June 5, and also in the Province of date June 9, 1894. I intend therefore now to place the facts in possession of the public.

Mr. Cotton will no doubt reply with his usual plausible statements, and appeal for sympathy, but there is not a statement I shall make that I cannot prove to the hilt, or that he can deny without resorting to the sophistry in which he is so apt a master.

Do not allow the scales to be drawn over your eyes by any of his appeals for time to explain, etc., or for sympathy in his present embarrassments (sympathy is only deserved when a man seeks to do right by others as well as himself in his financial difficulties), but look the statements straight in the face and demand straight answers to them or none.

It seems that my letter which appeared in the News-Advertiser on the 2nd of May was not explicit enough to convey what was intended when it was written, namely, that Mr. Cotton did not, in his speech in the market hall, state the facts on the subject of his committal. I intend, therefore, to give a recapitulation of the whole of my acquaintance with Mr. Cotton, and furnish such proof that my statements are correct as ought to satisfy the mind of any reasonable man. Copies of his examination before the registrar and other necessary documents are in my possession and can be seen by any parties desirous of further proof.

My acquaintance with Mr. Cotton commenced in the end of the year 1886. Early in 1887 I supplied him with all the funds to join me in two separate businesses. We carried these on together, he being managing editor of the News-Advertiser and I the president and manager of the San Juan Lime Co. till the close of 1888, with the greatest confidence in each other and without an agreement of any sort except that I held his as well as my shares in the lime company, and a note of his making for the face value of his share-certificates as collateral security. In June, 1888, we found it necessary to be indebted to the bank for a considerable sum to build a new lime kiln on a new site. Mr. Cotton being an experienced financier had the working out of the proposition for me with the bank. It was finally arranged that I should sell him my half interest in the News-Advertiser for $7,500, he paying into the bank monthly the sum of $500, and giving me a chattel mortgage over the goodwill and plant of the News-Advertiser. He paid $1,500 of that amount into the Lime Co.'s account and then I was obliged to leave for Scotland. It may be interesting to my readers to know that in order to pay the $1,500 referred to he simply increased the News-Advertiser overdraft with the bank to that amount. I still hold this chattel mortgage, as well as the share certificates in the Lime Co. and the note already mentioned. The chattel mortgage was not registered, as at that time I was not aware it was necessary to do this in order to constitute it a legal document.

All these are undischarged. A few days before I left here he asked me to go with him to the late Mr. Bodwell's office and have some additional security put up. I signed what I was required, without reading the document, but I understood that he was handing over to me his half of the News-Advertiser, as additional security. You must be told here that I was very much hurried by other preparations at that time and had the most implicit confidence in him. The last words he said to me when we left Mr. Bodwell's were: "Now, Mr. Gordon, you can go away with an easy mind, you have all the security and I have nothing." I remarked that I had not asked him for this, but so far as I was concerned all would be made right.

That document was either left in Mr. Bodwell's office or Mr. Cotton put it in his pocket. I cannot say which, but at any rate he now denies any remembrance of such a document, and does not know what became of it.

Shortly after I arrived in Scotland, he wrote to me asking me what I would take for my interests in Vancouver, as a gentleman had made this inquiry from him. I named a sum not by any means exorbitant, when the near prospective value of the Lime Kiln site was taken into consideration. In fact it was the exact sum that Mr. Cotton valued my interests at before I left, with the addition of some property I owned here and some money I sent him after I arrived in Scotland.

He replied very shortly after this, saying that the gentleman had declined, but that he would try and arrange with the bank to take over all my interests at the sum I named. He tells you in his speech that the bank sent for him and asked him to do this. This is denied by Mr. Keith and in a conversation I had with Mr. Ward I gathered that he did not remember the circumstances either. But at any rate this was some months after he told me by letter that he would try and arrange with the bank and in his examination before the registrar he cannot fix the date of the interview he says he had with the bank managers. I had a few more letters from him up till February, 1890, and then he ceased corresponding on any subject whatever connected with our mutual affairs till January, 1892. During that period I had been corresponding with him constantly and asking him for statements, and writing him in such a very explicit manner that he must have known that I was not aware that he had succeeded in making the arrangement which he himself proposed. His letter of January 31, 1892, undeceived me, and I immediately cabled my attorney, Mr. Keith, as to the security, and in May of that year he got Mr. Cotton to give him a note covering the principal and interest due by this arrangement, and a promise in writing to the effect that he would grant a second mortgage to me over his real estate. The note is still unpaid and the promise remains unfulfilled.

During the time in which he ceased corresponding, or at any rate very shortly afterwards and before I could satisfy myself that anything was amiss, he let the San Juan Lime Co. disappear altogether, and converted the assets into real estate purchased in his own name and that of others, making no provision for my interest in the San Juan Lime Co. and in augmenting the funds of the News-Advertiser, which he turned into an incorporated company by special act of parliament obtained in the name of himself, J. C. Wilson and Joseph Page, without offering me any shares, thereby completely wiping me out as regards any security whatever except his personal note.

In his examination he relates how he managed all this. He went to the C.P.R. land office with a letter which is now in Mr. Browning's possession, stating that the San Juan Lime Co. had authorized him to have the title to the lease, with option to purchase, made to him personally. I do not know how he obtained a conveyance of the Texada land from the Lime Company, on 11th August, 1890, but, in his application for registration on Aug. 20th, 1890, he declares that he is the owner in fee and that it is worth $2,000.

My attorney, Mr. Keith, was the only man who represented the company except himself, and he was never notified of any meeting of the San Juan Lime Co. from the day I left till this date, nor was he asked to sign any documents concerning it.

Mr. Cotton constituted himself the whole Lime Company, and wrote himself this letter and never asked Mr. Keith to give him up the share certificates to prove ownership.

Then he proceeded to buy real estate at a cost of $23,000 and mortgaged this, the Texada island and the site on part of which the sugar refinery now stands, for the sum of $47,000. He used this money in various ways, with the addition of as much more as he could borrow (the total he acknowledges having handled since my departure being about $100,000), left me without any security, and without a cent of cash either principal or interest, with the exception of about $350, which he impresses very prominently on my notice. In his letter to me on January 5, 1892, he says: "I have kept the News-Advertiser plant and stock and goodwill intact and without any incumbrance so that I might always feel that your interests were covered by ample property free of any lien."

He says in his examination that he owns one share in the News-Advertiser, and as I own none where does the "ample property free of any lien" come in as far as I am concerned? Could any conduct be more deceitful? Here is a man who was so very careful and particular about giving me all security possible when I was here, as soon as I was away commencing to scheme in order to bowl me out in the manner I have shown. I will now leave this part of the subject and go on to the period of my return to Vancouver.

But before doing this I must digress a little, and tell you of some other investments into which he entered with a light heart, of course with the money or credit of those to whom he was indebted, and whose property he had not previously secured to them. He took stock in two separate limited liability companies, viz: The Union Steamship Co., Ltd., and the Vancouver City Foundry and Machine Works, Ltd., the latter of which is now defunct. He invested in the luxury of a market garden; he dealt to some extent in real estate. He purchased 240 acres of land beyond the lighthouse in Howe Sound, so that in the future he might erect a castle and be out of reach of his neighbor's back yard. He had no moral or just right to gamble in this way, I say it advisedly, with funds which did not belong to him and which he did not secure in any way whatever.

But I have something else to tell you before leaving this subject. I have just told you that he invested in two companies in which he incurred no liability beyond the value of his stock and in neither of these did he give me any shares. It was a different matter when he came to invest in another company, viz: The Vancouver Loan, Trust, Savings and Guarantee Co., Ltd., in which he incurred great liability. With that company he attempted to connect me financially and without my knowledge or consent, till I found it out on the first night of my arrival here from a gentleman interested in the company. Would you believe it? He kindly incurred, on behalf of himself and me, a possible liability of $77,000 in this enterprise. He had no visible means of liquidating that liability, and I frankly confess that neither had I. Fortunately he did this in so clumsy, though culpable, a fashion that the directors saw fit to strike my name off the list of shareholders and to relieve me of all responsibility. He is a stockholder and was secretary-treasurer of an embryo railway and land scheme, the Chilliwack Railway & Land Company, and he may have many other business connections which have not come to my knowledge.

Not being able to get a satisfactory settlement I returned to Vancouver in May, 1893. I had several talks with him privately without obtaining any disclosure except a few figures dotted down from memory and which were utterly untrustworthy. I will give you two instances. He wrote down in black and white that the present News-Advertiser building, with boiler and machinery foundations, had cost him $13,000, and the extra stock and plant it contained amounted to $14,000 more. In his examination he figured more closely, and with the addition of machinery, and sundry other matters, he brings the grand total of the former statement up to $13,000. The original contract was $4,500, and he has added $1,500 to that contract for liens. Surely a man of business would hardly have allowed a contractor to get away with him to the extent of $1,500 on a $4,500 building. I do not believe he did.

2 He figured the loss of the Lime Co. at $15,000. In his examination he reduces it to about $11,000, but he can bring no books to prove anything at all about it. (He says in his examination that some of his books have been lost, probably burned along with other rubbish, and he did not furnish the manager of the Lime Co. with any books nor did he instruct him to keep a set of books nor find fault with him for omitting to do so) and I am morally certain if he could he would have to deduct $5,000 more at the very least. Then got him after considerable difficulty to meet my attorney Mr. Keith and myself to talk over the matter. That interview ended without result except that he gave us a promise to have a statement made by his own cashier, and he also stated that he had been subject to fainting fits and was incapable physically of undergoing a thorough examination of the books. That promise he never kept, but, on the contrary, kept putting me off, avoiding me and telling me untruths, always saying that the statement was being prepared and would be ready on such a date, then something came in the way and the date was altered. Finally I asked his cashier and he told me that nothing had been done then towards getting out a statement.

His assertion about his physical incapacity I need hardly insult the intelligence of my readers by mentioning, but will only ask if a man is capable at one and the same time of being an editor of a morning paper, a director of two companies, a secretary-treasurer of a third, a general mentor in the affairs of the city, and last but not least an M.P.P., and since that time has had the defence of two tedious lawsuits on his hands, is he not able to stand the little extra pressure of explaining a few items in his books which an experienced accountant could not fathom. This would have been all he would have been called upon to do and is no excuse for refusing to account.

But he gives you another reason for refusing to allow a thorough examination, and that is that he cannot divulge the names of men connected with his newspaper, as he pledged himself to secrecy. Do you think that had these gentlemen been approached by Mr. Cotton and told the circumstances of the case, and that his late partner did not desire to make their names public, but only wished to know how affairs had been managed in his absence, they would have refused to allow him to give me their names? I refuse to believe it till they tell me so themselves.

This is not the true reason either. In September or late in August, 1893, I got disgusted with his delays and prevarications and placed the matter in the hands of my solicitor. The examinations before the registrar have been most unsatisfactory, as also any meagre statements of accounts which we have at last got from him, and for these reasons, and also for refusing to give the names of the gentlemen to whom he sold lately some $20,000 worth of stock in the News-Advertiser, we asked for his committal for contempt of court. He wishes you to believe that this last is the sole reason, and that it is because he cannot pay me out on account of his inability to get a title to some property he exchanged for the good of the city. A most plausible excuse, but one that will not hold water. He knows perfectly well that he was not asked to pay the debt (I told him this repeatedly before I commenced the lawsuit, and my solicitors did so afterwards and got the admission from him in the course of his examination, that he perfectly understood this had been told him), but only to account, and as he did not do so privately, I was obliged to endeavor to compel him to do so in the courts. In the course of the case he was ordered by the court to produce the books containing the accounts of the newspaper and lime business when these were owned exclusively by Mr. Cotton and myself, and also to supply statements relating to his personal connection with the News-Advertiser Co. Ltd., after its incorporation. He gave some meagre statements but of such disjointed and inaccurate character that a chartered accountant (Mr. J. W. McFarland) has made affidavit that it was utterly impossible to prepare a balance sheet from them.

Mr. Cotton stated in his examination that for want of books which had been mislaid he could not possibly make out a statement of the affairs of Cotton & Gordon. Owing to his inability or disinclination to obey the mandate of the courts, I had no alternative but to apply for his committal. Here I may remark that he is carrying on his legal warfare and appealing on trivial technicalities, from one court to another with funds not his own, at least he says he has none. The inference to be drawn from this is, that he is borrowing from some interested parties, political or otherwise. No private friend would lend him money for such unjust and unrighteous proceedings, for by doing so they would be aiding him in refusing to account to the man who had trusted him, and in defying the law of the land. And how will those who are lending be repaid? By Mr. Cotton's creditors, of whom I am unfortunately one, so that really he is fighting me in the courts, partly with my own money. If some persons are making him presents for this purpose they are welcome to do so, but I contend that those who lend under such circumstances are themselves neither just nor honorable. He has also the control of the funds of the News-Advertiser at his disposal. If he is using them in this way, what will the other shareholders say, and what do the employes say, who cannot get their salaries paid?

It is openly insinuated that this is a political persecution. The prosecution was not initiated by me on that ground, and I have never held any communication by letter with a single member of the house on the subject, nor have I spoken to any one of them on any subject whatever either during my absence in England or since my return here. I have asked no private friend, I have asked no public man to assist me in any way in this matter. What I have done has been simply to talk over the matter confidentially with anyone who appeared interested enough to listen to my version of the story. It is also said that Mr. Cotton and I are very friendly, and meet and talk as amicably as ever. This I deny. I say good morning, or some other equivalent, when we meet, and go to the office of the News-Advertiser as I used to do when I was here before to read the papers. And this I do because I consider I have quite as much right there as he has until he has paid me out.

The only communication since commencing the lawsuit I have received from Mr. Cotton was on the morning of the day when my letter appeared in the News-Advertiser. I replied to his letter the same forenoon before I left the office. The following is a copy of his letter:

May 1st, 1894.

DEAR GORDON:—Your letter will be in the paper in the morning as requested. I did not at all intend to convey the impression in regard to yourself which you consider it does. I desired while stating the case honestly for myself, to put it entirely fairly in regard to you. It was with extreme reluctance I said anything about it, and only because of extreme pressure put upon me by a number of persons who were extremely angry at the action of the World which certainly has acted in a disgraceful manner. For myself, I can truly say I have not felt in the least bitter towards yourself, nor have I ever expressed myself to anyone as ever provoked at the course you thought it advisable to take. I recognized the fact that you felt sore at my not being able to pay you your money, and that probably under the circumstances I should have done the same myself. Although you may not yet agree with me I still believe that the time will come when you will realize that I have done nothing in regard to your interests that I should not have done, and that, although it has not worked out up to the present as I had expected, yet I did, as was the simple fact, what I thought best to protect your share when I assumed the liability at the bank. I think now that I was probably too sanguine as to my ability to assume $30,000, the bank balance and your share, but I did not foresee the opposition I was to have in the Telegram. That I should have insisted on the deed for the foreshore before giving up the land I now frankly admit. Neither could I foresee that the promise I gave of not giving up certain names as one condition of selling the stock would be likely to cause the trouble which has arisen from it. But having done so, I could not honorably do anything else than what I have done, whatever the consequences to myself. It would also have been most prejudicial to the News-Advertiser Company in the midst of a political campaign to divulge those names.

Yours truly,
(Sgd.) F. C. COTTON.

I will now analyze this letter. He says: "He desired in his speech in the market hall to put the matter fairly before you in regard to me." I ask you, did he do so? Then he goes on to say "he has not felt in the least bitter towards you." Do you think he has had any occasion? Next he asserts that "he recognized the fact that you felt sore at my not being able to pay you out." Of course it goes without saying that I should have been pleased if that happy event had occurred, but I did not feel sore. I knew the state of affairs lately in this city. I knew also that any prosecution would lessen my chances of getting anything out of the wreck, but I did not feel inclined to put off to an indefinite time for settlement without inquiring where the money had gone to, and also what prospects, if any, there were of recovering anything. This demand he refused, hence the prosecution. I may say at this point that I was entitled by our former connection to a full disclosure, and also when I recovered judgment on the note he was bound by the laws of the land to account for all moneys received and expended by him in any connection with these affairs during the period subsequent to the time when the debt was contracted. In regard to his "assuming the liability of the bank," I may remark that the values of the site and other property of the Lime Co and also the value of the News-Advertiser paper were at the time he says he took it over, ample to cover all the liabilities he assumed, so far as he has shown, and could not justify his course of action in leaving me without security, and taking all to himself.

Again he says "I should have insisted on the deed for the foreshore before giving up the land." This is a most unfortunate admission to make. Here is a man who is said to be aspiring to the premiership. He is acquainted thoroughly with the vexed question of the foreshore rights and he allows land with a good title to slip out of his fingers in exchange for land to which as yet there is no title at all. He insinuated in his speech the other evening that this was done for the benefit of the city. I do not believe he is the man to sacrifice his own interests for those of the public, and, if he was willing to sacrifice his own, that did not give him the right to sacrifice mine without my consent. He knew I would not have granted it. The truth is neither of us could afford such a sacrifice.

Lastly he writes "I could not foresee that the promise I gave of not giving up certain names would be likely to cause the trouble which has arisen from it and to divulge these would be prejudicial to the News-Advertiser, in the midst of a political campaign." What do you think of that statement? Here is a man so careful of the interests of a company that he will not satisfy his former partner, whose good faith he cannot question, and who, moreover, was his friend and helper at a time when he was, as the saying is "down on his luck." I leave it to you, is that any reason for his conduct privately and in the law courts?

Here is my reply:

"MAY 2, 1894.

"SIR:—Your very conciliatory letter of yesterday has reached me too late. I know now the man with whom I have to deal. Had you not lied to me, and instead of frustrating my efforts to find out how matters stood, come to me at once when I arrived and shown your desire to be perfectly open and above board, and said to me that I might investigate everything, and not only so, but try to assist you in recovering what ought to have been our mutual interests, I could now have believed that in all former transactions you were acting in both our interests. The disclosure to me of any names connected with your private or public affairs, you very well know would have been sacred to me. In short I was entitled to your entire confidence. I may say that I have not restrained, as you say you have done, in regard to me, from letting anyone speaking to me on the subject know my opinion of your character and actions in this miserable affair. My opinion is that your responsibility to the bank, etc., was amply covered by the value of the property and good-will and plant of the News-Advertiser. But all these questions of money are entirely outside of your treatment of me, considering our former relations. In short, you have ridden rough-shod over my feelings and also over my power to protect myself in a manner that will take some amount of explanation to rectify.

Yours faithfully,
(Sgd.) R. W. GORDON.

I am no slanderer, I am not a false accuser, neither am I a blackmailer, but I am upholding justice and truth. What I have said privately and by letter, I now repeat publicly in still more emphatic form.

The foregoing is a plain, straightforward statement of facts without any effort at embellishment or one-sided intention. Everything I have said can be proved, and I shall have much pleasure in affording every confirmation to any persons wishing it. My object in writing this letter is to place the public in full possession of the truth and to disabuse the minds of any who may have thought that the prosecution of Mr. Cotton had any other than a personal motive.

Yours faithfully,
R. W. GORDON.

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