

may be induced to stay. When wheat was cut by the hook or sickle, Irish laborers regularly made a harvest pilgrimage to England. The distance was short, but at a time when railways were few, the journey was perhaps not much less formidable than a trip from Ontario to Manitoba is at present. The laborers who have gone to the Prairie Province are expected to get \$2 a day and their board during the short time that harvesting lasts. Those who stay will make room in Ontario for new emigrants from Europe. The great want of our western country is settlers, and if this first supply of laborers should open a new stream or add to one pre-existing, Manitoba and the North-West will be gainers.

Accounts from Ounalaska say that on the seal islands seals are more plentiful than last year, and that the number of males killed to the 15th of June was several times as great as up to the same date last year, 4,500 against 915. If this be true, the need of a close season is not so urgent as had been supposed, and the beginning of the season was a particularly open one. It is not certain that the joint protective naval forces will work satisfactorily. Very often partnerships of this kind prove unsatisfactory. Already the fact is emphasised that the British cruisers are leaving the captures chiefly to their American partners, and that when they made a capture, it seems uncertain that any prosecution is to follow. But we rely upon the British cruisers and authorities to do their duty to the letter, and fulfil the agreement into which Great Britain and the United States have entered.

THE TORONTO STREET RAILWAY EPISODE.

When the City Council was on the point of passing a contract for the running of the Toronto street railway, for a period of 30 years, Mr. E. A. Macdonald applied to the court for an injunction to restrain the representatives of the city from concluding the bargain. He made allegations of corruption, but he produced no evidence on which the court could act, and the injunction being asked prematurely, was refused. The judge told him that the passing of the contract would not prevent the suit being prosecuted. Whatever evidence, if any, of corruption the plaintiff may have had, was withheld. And at this point Mr. Macdonald withdraws the suit in which he had threatened to expose the alleged corruption, receiving \$4,500 from Mr. Marshall, who is in the service of one of the syndicates tendering for the road. Macdonald's story, as given in the *World*, is this: "Mr. Marshall offered me \$2,000 if I would discontinue my action. I said I would for \$4,500." So that, according to this version, it was Macdonald who asked this larger sum, when offered the smaller as a condition of stopping the suit. And it is charged that Macdonald afterwards tried to blackmail the syndicate to the tune of \$15,000. This charge is a serious one, and the public is entitled to know all about it.

The accused gives a modified denial, begins criminal proceedings against his alleged traducer, and refuses to admit that he threatened in connection with the alleged demand. Threatening, under such circumstances, would subject him to a criminal prosecution. The obscurity that hangs over the accusation and the denial must be cleared up in some way satisfactory to the public, if possible.

This is precisely the kind of suit which it is not properly permissible to withdraw in consideration of a large sum, call it by what name you will. To this money Macdonald had no sort of claim; he had rendered no service for it; the pretence of its being given to cover the costs of the suit cannot be set up; and according to the *World*, which professes to have seen a list of names of persons to whom \$2,000 was to be given, over and above \$500 for the costs, he pretended that only \$2,000 was for himself. For what was the rest to be given? It seems that the *World* was put down in this list for \$200, without, as that journal alleges, and as Macdonald admits, any authority. Have the other persons whose names were down on Macdonald's list, got the money? And if so, what for? Was the money to be given in bribes? Did Macdonald, after threatening all sorts of exposures of corruption, consent to become bribery agent and pay the men whom, till he got the money, he threatened with judicial exposure?

The whole affair must be investigated, and these enquiries can then be made as well as others. If there was wrong-doing on the part of any aldermen, let exposure and punishment come. But Macdonald's case must not any the less escape a thorough sifting. It is necessary to find out whether he undertook to become bribery agent; there seems to be no doubt that, in the case of the *World*, he assumed that character.

The fact that money was paid to Macdonald to stop the suit in which he had threatened an exposure of civic corruption, makes it probable that payments, offers or promises were made to others. Mr. Marshall alleges that the money which he paid was his own. This may be true in terms, though it is difficult to believe that he did not feel pretty sure of the approbation of his employer and of repayment.

Macdonald wishes it to be believed, because he holds no judiciary relation to the city, that his proceedings in this business have been defensible. We cannot accept that view of the facts. It remains to be seen whether such a use as has been made of the courts, in this case, is legitimate, and this is one of the reasons why an enquiry into the whole business must be made. There is at least one alderman who should demand an enquiry, and none can resist it.

The attempt of the lawyers acting for the Kiely Co. tenderers to bulldoze the Mayor into signing the contract, before the charges of corruption are cleared up, is weak and foolish. All such attempts must prove vain. The Mayor acted properly in resisting the frantic effort made to coerce him, and the threats made in this connection hurt none but those who make them.

TRANSFERRING STOCK.

One or two cases of considerable importance to directors of joint-stock companies have been recently decided by Mr. Justice Chitty in London, England. The effect of these decisions is that, when by the articles of any company a discretionary power is conferred upon the directors to accept or reject transfers of shares, that power must be exercised in good faith, or as he phrased it, the power "must not be exercised corruptly or fraudulently, or capriciously or wantonly, or for a collateral purpose. In exercising it the directors must act in good faith, in the interest of the company, and with due regard to the shareholder's right to transfer his shares." Quite a number of Canadian companies attempt to control the transfer of their shares by passing by-laws which give the directors discretionary power as to accepting or rejecting the transfer of stock, thus keeping the control of the company in the hands of friends. This control may, under certain circumstances, be against the public interest, and as the London *Economist* says: "Very rightly, Mr. Justice Chitty decided that such an exercise of their powers by the directors was unjustifiable and oppressive. It would be very convenient, no doubt, in certain cases, if a body of directors could, by refusing to register transfers, constitute themselves the only purchasers of shares. They would then be able to make their own price, and hold a lucrative property in their own hands. If, however, the proprietors of any business wish to keep it to themselves, they can do so as a private firm; and if for purposes of their own they come under the provisions of the Companies Acts, it is not too much to demand of them that they shall not abuse the powers these confer."

LAW AND LAWYERS.

The natural impulse of most human beings is to resent an injury done, or a wrong. "Whosoever shall smite thee on thy right cheek, turn to him the other also," is a scriptural admonition that has but few literal interpreters in these days. It often happens that the injustice complained of is such as clearly not to leave the offender amenable to law, and the injured one has simply to "grin and bear it," as a familiar expression goes. There are cases that the law doubtless might reach, but in which the result to the complainant would, just as clearly, not warrant legal proceedings. Yet, how frequently is it observed that litigation on no surer grounds than either of the above, is encouraged by lawyers all too eager for a retaining fee. There is the man who imagines he can escape a just liability on a mere technicality. An unscrupulous lawyer has suggested and advised such a course, and only when defeat results and a long bill of costs stares him in the face, does the client realize his folly. True, the fault does not always lie with the lawyer. His client may persist in the face of the most earnest advice to the contrary, vainly bent on tasting the sweets of satisfaction, or, it may be, confident that the law will afford him a loophole of escape from an opponent.