

WATER COMS. ARE WORKING RIGHT

All Pay Sheets Must Be Signed by the Men to Whom Money Is Paid.

NO ROOM FOR TROUBLE

So Long as This Is Done—Commissioner Pocock Insists on Business in a Businesslike Way.

Wonderland is not a part of Springbank Park, according to the opinion of City Solicitor Meredith, and the water commissioners have the right to lease the property without the consent of the London Street Railway Company, if they so desire.

Mr. W. H. Gibson was present at the meeting of the commissioners on Saturday, and explained that he had secured an option on the Bailey property, near Woodland, and if the commissioners did not intend to deal with him regarding the Wonderland property, he would give up the option.

Commissioner Pocock asked if the information requested at the last meeting had been obtained, and was informed that it had. Commissioner Pocock wanted a detail of the work proposed to be done by Mr. Gibson.

"There is detail enough," said Mr. Gibson. "Is the only sufficient. I do not think it wise to go into the proposition any closer. We are not going to spend that sum of money without making some effort to realize on it."

However, Mr. Gibson was notified to come back next Saturday, and a definite answer would be given to his proposition.

Preparing for Flood.
The chairman was instructed to have the channel dug out at Springbank for the ice, and the splashboards removed in view of the probable flood.

Engineer Sifton had a list of recommendations prepared. He suggested that a set of Gould's plans be purchased at a cost of \$70, and the commissioners accepted the request. He also suggested a filing cabinet for his plans, etc., but the commissioners thought the matter had better be laid over until the new building was ready.

Mr. Sifton was closely questioned as to where the alleged stolen plans had come from, and the possible culprit, or the motive for taking them.

On the recommendation of Mr. Sifton, tenders will be called for time wire, about \$10,000 worth, and also for 100 pounds of two sizes of galvanized wire for wiring poles.

Mr. Sifton asked that \$5 worth of street car tickets be purchased for the foremen, but Commissioner Pocock, and Darch suggested that they pay in expense accounts, and if proper, they were to be paid.

Weekly Statement.
Commissioner Pocock asked if the weekly statement of work done had been prepared, and was informed that no reports had as yet been prepared.

"We should have a weekly statement of all work done," said Mr. Pocock. "That is the only way we have of keeping in touch with it. We want a definite statement of what is going on each week."

Mr. Pocock submitted copies of sheets used for this purpose, and the commissioners fell in line with the suggestion without discussion. Henceforth a detailed statement of the work done by each person in all the departments will be submitted to the commissioners.

Superintendent Alford suggested that three sets of wild blocks for stringing wire be purchased, and the commissioners ordered them to be obtained.

Signing the Paysheet.
Engineer Sifton suggested that the method of signing the paysheet by workmen be abandoned, and that the men be paid by check.

"The paysheet should always be signed," said Commissioner Pocock. "It is the only safe way. A voucher check may be good for the purpose, but this is the safest and best method."

"The men see what each is getting, and there is dissatisfaction," said Engineer Sifton.

"We are paying more money than private corporations," said Mr. Pocock. "They have no complaint on that score. Place all the men receiving a certain salary on one sheet. It may take two or three sheets, but the paysheets, but that will amount to little."

The commissioners accepted Mr. Pocock's suggestion, and it will be followed.

Those present at the meeting were: Commissioner A. T. McMahon (chairman), Commissioners Phil Pocock, E. J. Darch, W. Wyatt, Mayor Beattie, Engineer Sifton and Secretary Ellwood.

BROODED OVER LOVE AFFAIR.
Lindsay, Ont., Feb. 28.—The quiet village of Oakwood had a sensation Friday morning. The lifeless body of Daniel Grant was found on the doorstep of Mr. Anson W. Grant, who was about 30 years of age, worked on the railway in the vicinity of the village, and boarded with one of the residents. Some time ago he was requested to seek other quarters, and he seems to have brooded over this and also a love affair.

Letters on the dead man's person indicated premeditated suicide.

JUST A FEW DOSES END KIDNEY MISERY AND MAKE YOUR LAME BACK FEEL FINE.

Out-of-Order Kidneys Are Regulated, Making Backache or Bladder Trouble Vanish.

A real surprise awaits every sufferer from kidney or bladder trouble who takes several doses of **Pape's Diuretic**. It cures the back, sides or loins, headache, nervousness, rheumatism, neuralgia, heart palpitations, dizziness, sleeplessness, inflamed or swollen eyelids, lack of energy and all symptoms of out-of-order kidneys simply vanish.

Uncontrollable urination (especially at night), smarting, offensive and discolored water and other bladder misery ends.

The moment you suspect kidney or urinary disorder, or feel any rheumatism, bearing in mind this harmless medicine, with the knowledge that

JURY GIVES VERDICT

Continued From Page One.

Judge Magee's Address.

"Life would not be worth living," said his lordship, "if every and any man was entitled to slander and libel anyone at his own pleasure. The law, therefore, gives damages to anyone who has suffered injury by the words of another who tends to injure him in the estimation of his neighbors or to lessen his reputation as a good citizen in the eyes of his neighbors. The law, however, makes allowance for the weakness of the human tongue. If a man is provoked, and the law, recognizing the fact, says that words are not actionable unless they impute a criminal offence or attack a man in relation to his business or impute to a man a contagious disease. Except in such cases as these, the law does not allow damages for words merely spoken unless the party against whom they have been uttered has suffered and can prove that he has suffered injuries thereby."

"In regard, however, to written words, it is not necessary for a man to prove that he has suffered special damage so long as the words are defamatory. The writing is presumed to be more permanent. The spirit is presumed to be more deliberate. And the law on that account does not require from the plaintiff to prove special damage."

Mr. Foster's Action.

"Here Mr. Foster brought action on both grounds, first, on certain words spoken at Orillia, and secondly on the publication of these words in a newspaper. Because he did not prove that special damage had been sustained, I considered that the words spoken were not such as to entitle him to damages. "There you see the gist of the matter," he declared, "that Mr. Foster got a rake-off and directed how the commission should be paid to him in a suspicious manner."

"There are two branches in the case; first, what is called the rake-off from the Swan River land, and second, that he sought to secure surplus funds of the L. O. F. for speculative investments for the Union Trust Company."

His lordship then took up the Swan River transaction, and gave a resume of how the funds of the L. O. F. are secured from its members. The funds, prior to the time the matter was entered into, totalled several million dollars, and he went on to detail the nature of these funds, and how they could be invested.

"The Foresters apparently thought it advisable to start a trust company, as it had the power to do, so the Union Trust Company was formed, and its charter was given power to invest in such real and personal property as the trustees might from time to time deem advisable. Upon their right to invest in real estate, the Legislature placed no restriction except that it was only their capital, their reserve, or their accumulated profits they could invest in that way. I don't know whether the L. O. F. was given such power or not. The Legislature dealt with the power of insurance companies in this provision."

Companies as Trustees.
"As trust companies are to act as trustees, as executors, and as the guardians of children, and thus have a large amount of money for investment, the law declared that no company having the power to issue debentures should be appointed a trustee by any court; also that if any company was empowered to act as trustee, etc., it could not issue debentures; and that they might invest in any securities that the court might think proper to invest in. You see that there was a very limited class of securities open to these trust companies. But wider powers were given to this company. It was authorized to invest its capital, reserve and accumulated profits in real estate, and singularly, not only in real property, but also in personally, and apparently with no restrictions as to the kind of personally that it was given wide powers. As to the advisability of that you have nothing to do. The question before you is whether these powers were rightly exercised or not."

His worship then went on to describe the formation of the Foresters, and the various duties of its directed officers and executive council members.

"The Union Trust Company was owned, to all intents and purposes, by the Foresters," he stated. "If it lost, the Foresters lost; if it gained, the Foresters gained. However, the Foresters, while allowing the Union Trust Company to make investments, also made some on its own behalf."

It was then open to recall those who were on the investment board of the Foresters.

"These three gentlemen—Oronhyatekha, Montague and McGillivray—decided to form the syndicate for the purpose of buying western lands."

"The loan to Dr. Montague of \$4 per acre was approved subject to valuation. There is no resolution passed by the three gentlemen with one of them interested in the proposed loan. You would have gathered from the evidence that Dr. Oronhyatekha not only exercised strong power under the constitution, but also exercised a strong personal influence, so great that he was able to inspire great feelings and actions of deference, if not of suppliance."

"The only name mentioned here is Dr. Montague. And in the books of the L. O. F. it is entered under the head of Dr. Montague's name, and when said

curity was taken for it in the form of a mortgage, it was taken from Dr. Montague. So far as we know up to the time the matter was taken over by the Union Trust the only name that was put forward was Dr. Montague's."

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He then read a number of letters that passed between Mr. Foster, Mr. Pritchard, and Mr. Whitlaw, referring to the sale and purchase of the lands. "The whole money for the purchase of the lands was \$3 25 an acre and was received completely from the Foresters. The Union Trust Company was the only agent of the Foresters."

What Was To Be Paid.
"Are we to believe that the Foresters intended to pay them more than they were to pay for the land?" he asked. "Did anyone of the Foresters advise that the lands should be purchased at more than \$4 an acre? That is for you to say. The resolution was only \$4 an acre, but still \$5 25 was advanced."

"Out of this \$5 25, only \$5 went to the vendors of the land and the other 25 cents went to Mr. Foster, acting as the syndicate. The syndicate got the lands at a net cost of \$5 an acre, and they got 25 cents extra, which went into their pockets as prospective profits. Was that intended by the Foresters? Unless they were informed of it there would not be a full statement made to them of the circumstances. Full disclosure of the nature of the transaction to be entered into is generally expected in such cases of this kind. It is not necessary to suppose that any one of the gentlemen was imperilling the interests of the Foresters, or of the Union Trust Company. We can give the credit for the very best of intentions from Dr. Oronhyatekha down to Mr. Foster. They had confidence in these lands and the price would go up, but the question is if full information was not given to the Foresters were they dealing fairly with those with whom they ought to have dealt fairly?"

Double Commission.
"The question of a double commission unfortunately is one that has been quite too common in recent years, and has been permeating to a large extent commercial life."

"Mr. Foster in taking a reduction of 25 cents an acre on the lands called it a commission. Commission for what? He is acting for the syndicate. He holds the commission for the syndicate. Does a man get a commission for selling to himself? Call it what you will, was it not a reduction of the price of five dollars an acre at a net would be called commission then from the seller to the buyer? Was it not the agent for the syndicate? Was it not in fact a net reduction, and did the Foresters ever intend to advance more than they had to pay out, and did they put 25 cents an acre in their pockets as prospective profits, and you may say that to the lands which you hold as security, so that you get it back?"

"Unless you are satisfied that Mr. Macdonald made an untrue statement, as he should not be made liable for damages," said Justice Magee.

Mr. Macdonald's claim that his utterances were on a privileged occasion, the judge thought that Mr. Macdonald, having been called a liar, was quite justified in expressing himself strongly, and that the Foresters should complain if they had words upon themselves because of their own intemperate language.

As to Mr. Foster's charge of prior provocation in an editorial in the Globe, the judge remarked that as editorials were unsigned, it was some what unusual for a charge to be made against the editor of a paper. However, it might be considered that Mr. Foster had provoked.

Mr. Macdonald had held that his statements were to be considered as in the public interest. The question was whether he had made any statement or had allowed ill-feeling against Mr. Foster to lead him to make charges, which were untrue. If the charges were based upon truth, they were not less fair because strong, they were not so long as Mr. Macdonald had no malice, he was entitled to speak his mind. There were privileged occasions of the kind. One, speaking to another on the platform or through the public press, was privileged to speak of things which might influence the elements in their choice. There was the question, however, whether Mr. Macdonald, in speaking at Orillia, was not only interested in so far as Orillia was concerned, but wished to spread his statements broadcast. It was for the jury to say whether Mr. Macdonald in selecting the Globe as his medium of conveying those statements to the Toronto Toronto electors, had this in mind.

As to "Turn on the Tap," his lordship saw nothing significant in that apparently mere form of speech. In February, 1904, the trust company had passed a bylaw authorizing a further and final call on stock, the allotment to be met in monthly payments. Therefore, it was very proper for Mr. Foster to remind Dr. Oronhyatekha that these calls on stock were due. He calls for funds in a subsequent letter, on capital account, and other funds as well. The charge is made that he

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CURE SICK HEADACHE

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