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CAPTAIN TAYLOR.

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Sask., April 10. - The

yterian church, where the was preached by the ordon, of Winnipeg, assist-

was one of the most im-

eter, was preached by the don. Commissioner Perry,

nissioner J. M. McIllree, W. H. Rutledge, In-

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spector C. Jungel, York-and brother others were he sixteenth Light Horse

rgeant Major Williams, bers of the Masonic fra-

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from Winnipeg. Close esent from Oak Lake, Vir-

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FARM PROPERTY

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nic Medicine



TORONTO MAN CLAIMS ONE SIXTH INTEREST IN THEIR BUSINESS

> Alleges He Was a Member of Alha basca Railway Syndicate and Was Fraudulently Deprived of Profi's Therefrom.

Taken Out in the Supreme Court

Monday by Alfrei Hawes'

Local Solicitors, Henwood

& Harrison.

The Cace Which was First Brought Before the Public by the Evidence of O. M. Biggar Before the Royal Commission is Now to be Ventilater the Courts-The Statement of Claim Which Has Been Filed in Connection.

long expected writ to be issue Alfred Hawes, Toronto, against W Clarke, J. K. Cornwall, George D nty, the Canada West Construction , Ltd., the Athabasca Railway and Alberta and Great Waterways Railway Co. was taken out in th Supreme Court Monday. Th writ asks for \$250,000 damages, or i the alternative a declaration that Hawes is entitled to one-sixth interes undertakings of the above mentioned defendants; an account of and payment of the same; and othe ions as outlined in the state

Hawes' claim was first made pull lic at the sessions of the Royal Com nission two weeks ago, when O. M. Biggar, as former counsel for J. ornwall, went on the stand and tol of the demands made upon Cornwa during the recent crisis in the Legis-lature for a settlement to the claim.

The Statement of Claim. Hawes' statement of claim is a 1. The plaintiff is a broker residing t at Toronto, in the province of On-tario. The Defendant Cornwall is a

member of the Legislature of the guarantee or proper

J. K. CORNWALL, M.P.P. One of the Defendants in the Sui For \$250,000 Damages.

Province of Alberta: the Defendant Waterways Railway of the Province of Alberta and the Defendant Mint s a solicitor, a member of the legal firm of Tupper, Galt, Tupper, Minty the defendant companies are duly incorporated companies.

2 In the month of March, 1908, and the plaintiff was a member of a syn licate consisting of eight member (hereinafter described as the Synd cate) of which the defendant J. Cornwall was also a member, which syndicate among other things con rolled and owned the charter, charte rights and undertaking known as the Athabasca Railway, a Dominion com pany having the right to construct and operate a railroad from Edmon ton to Lac Labiche and thence to the habasca River at or near the junc tion of Clear Water River, subject a condition that the securities issue by such company shall not exceed \$20,000 per mile of the railway and that such securities might be issue only in proportion of the length the railway constructed or actuall under contract to be constructed. 3. The interest of the said plaintif undertaking amounted to one-sixth of the whole undertaking, while the share or interest of the said Cornwa amounted to 25-140ths of the same but the plaintiff's interest represent ed largely cash actually paid on whilst the said Cornwall's interes represented no actual cash invest

Cornwall to Obtain Subsidy. 4. By agreement between the mer bers of the syndicate entered into i or about the month of January, 1907 was the special duty and busines the defendant Cornwall to obtain subsidy for 250 miles or more the Athahasca Railway Company from Province of Alberta or fr Dominion of Canada, and for his ser his part as a member of the syndicate was authorized and empowered and it was his duty to negotiate the sale of such bonds or other securities of the company as with proper government guarantees or bonuses, would secure the construction of the railway.

With the matters hereinalter set out.

12. The defendant Clarke through as the arrangement for the charter from or incorporation by the proper declaration of plaintiff's interest in all rights acquired by the said Carke and Cornwall and by the said Carke and Cornwall and or introduced the said Bowen to the said Minty as the plaintiff is informed.

13. The said Minty while as the plaintiff is informed.

14. Regina Subway Contract Let.

15. Regina Subway Contract Let.

16. Regina Subway Contract Let.

18. Regina Subway Contract Let.

19. Regina Subway Contract Let.



WRIT FOR \$250,000.00 AGAINST

ALFRED HAWES, TORONTO, Who Has Issued the Writ for the Sum of \$250,000.

March, 1908, communicated

a successful financial outcome



as Defendant in \$250,000 Suit.

and further to procure such funds [tiff alleges still acting as solicitor for and further to procure such funds tiff alleges still acting as solicitor to procure such funds the Syndicate and for the plaintiff as a through the agency of the said plains Syndicate and for the plaintiff as a such funds through the agency of the said plains through the agency of the said plains through the plaintiff might become interested in the member thereof, advised the plaintiff alleges still acting as solicitor to the said plains and in respect of the building of the Great Waterways railway and the profits to be derived thereof. tiff might become interested in the undertaking for the purpose of carry-to sell out his interest in the above undertaking to the defendant Clarks whole enterprise and both of such agreements remain in full force and unrevoked.

21. The plaintiff charges that up to and the profits to be derived therefore and until a time long subsequent to the payment over of the said sums of \$300 and \$420 respectively he had no notice or knowledge of the fact that dicate were willing and anxious to do unrevoked.

and 5 had failed. promoting the financing of the unertaking through prominent finan ial interests and in the month o condant Cornwall the fact that a oderate government guarantee \$13,000 per mile (being about the mount required to construct, the oad, according to the engineer's esti-Clarke) expiring on gite provided by the syndicate) was Sentember 1908 which offer or option the only obstacle then standing the way of the successful promot of the undertaking and that with tha me the plaintiff had the assurance

Minty Acted as Solicitor. 6. The plaintiff alleges that as recompense or return for his financial services the plaintiff was to have the exclusive right to finance the undertaking and dispose of its securities and was to receive a minimum compand was to rec 6. The plaintiff alleges that as renission of 2½ per cent. upon all carry on the building of the rallway!

Never Partylto Transfer.

for which the charter had been ac
23. The plaintiff has never been a such financial aid as would have enabled the said railway to have been
completed in the terms of its charter.

of Alberta in the shape of bonuses or

completed in the terms of its charter.

7. The defendant Minty, a member of the legal firm of Tupper, Galt, Tupper, Minty & McTavish, acted as solicitor for the syndicate and for the plaintiff as a member thereof from the inception of the syndicate in the month of December, 1906, and on
in the government at the state of the syndicate in the government at the state of bonuses or bonuses or guarantees of bonuses or such that the said Minty had disclosed that he was in fact acting for the defendant on the same many of the month of December, 1906, and on lon charter of the Athabasca Rail- of unless with the plaintiff's consent, the same belong to the said Syndicate way company, and all the rights of nor would it have absolved him from and that the plaintiff is entitled to a communicating to the plaintiff such as the plaintiff such as the plaintiff such as the plaintiff is entitled to a he understood him to be acting for and advising him down to the 19th and advising him down to the 19th day of January, 1909, at the least.

8 It was part of the scheme and undertaking of the syndicate that a legally binding on the plaintiff which does not admit) expired on the construction company should be or
16. The option or offer mentioned in paragraph 14 (if the same was ever a legally binding on the plaintiff which does not admit) expired on the does not admit) expired on the plaintiff in the alternative says that if before the 26th day of November, 1908, the said Minty pretended transfer of the plaintiff's rights in the Syndicate obtained under day of January, 1909, at the least. ganized to undertake, if necessary, 1st day of September, 1908 and the (which the plaintiff denies) the exten-

to be a nenewal of the said option to of negotiations and correspondence between the said plaintiff and the detthe 1st of December, 1908 and this prebetween the said plaintiff and the defendant Minty, acting as solicitor tended renewal was so far as the interest of the plaintiff was concerned and the promotion of the construction and signing (if any document, was for the plaintiff and for the syndicate and the promotion of the construction company as part of the syndicate enterprise with the legitimate profits derivable therefrom and from the construction of the said railway formed part of the assets of the syndicate.

September, 1908 disclosed to the plaintiff, the said month of part of the assets of the syndicate.

Compony purports to have transferred from they may have been received or the same to the defendant, the Canada West Construction company, protected and organized by the defendants of any of them.

6. On injunction restraining the defendants or any of them from receiving or disbursing any of the purpose of contracting for the construction of the Alberta ond Great Waterways railway. The Plaintiff's Charges. 9. The plaintiff charges that the deendent Clarke and his associates of the correspondence between the crways railway, which received its plaintiff and the defendant Minty in syndicate and especially of the agree the months of May and June. 1908 it February, 1909, was promoted and orments with the plaintiff and the de- was obviously the duty of the said endant Cornwall by reason of the Minty to communicate to the plain-employment of the said Minty as tiff when and if his general expectatheir solicitor and agent by the said tion that thereafter he would be acting to construct a railway from Edofter set out.

10. The plaintiff alleges that whatafter set out.

Dark either on his own behalf or on plaintiff to believe as he was justified behalf of himself and his associates, in doing that the said Minty was still ness been so acquired without getting acting upon the retainer of the plain-n or acquiring the syndicate interest tiff as a member of the syndicate and of the plaintiff, including a share in he whole undertaking represented plaintiff had never revoked. by such syndicate or acquired by 17. Such extension of option as far as the interest of the plaintiff is conghts and interests of the said cerned was and is absolutely nuil Indicate and whether before or after and void by reason of the fact that in acquirements of any interest therin the written and telegraphic communiby the defendant Clarke and the plain-cations which passed between the said Minty and the plaintiff in regard to the said renewal no disclosure was ers hereinafter set out he is and al. the said renewal no disclosure was Cornwall, and from the said Minty. ways has been entitled to a full one ixth interest in the Athabasca Rail. way company, its charter rights and indertaking, and the Canada West facts in conection with the matters

the defendants Clarke and Cornwall rom any of these sources and as is now more particularly set out.

18. During the currency of this so was the usual sum of \$13,000 per mile instead of the amount of \$20,000 from some day in September to the per mile source. from any of these sources and as some day in September to the per mile actually secured by the de lat day of December, 1908. the defend-fendant, Clarke, and his associates. e month of May, 1908. the defendant Clarke through his agent A. D. Bowen etained the said Minty while as the plaintiff alleges the said Minty was vices in procuring such subsidy of subsidies he was to be given \$100,000.00 per value of fully paid-up shares of the capital stock of the Athabasca Ballway Company, in addition to his syndicate rights. The plaintiff on his part as a member of the syndicate and to the matters hereinafter set out.

The defendant Clarke through the same so far the plaintiff of the promotion and financing of their undertaking which had then branched out so as to include the promotion of the plaintiff out syndicate and by reason of the plaintiff out so as to include the promotion of the promotion and financing of their undertaking which had then branched out so as to include the promotion of the plaintiff out syndicate and by reason of the syndicate and by reason of the promotion and financing of their undertaking which had then branched out so as to include the promotion of the plaintiff out syndicate and by reason of the syndicate and by reason of the promotion and financing of their undertaking which had then branched out so as to include the promotion of the plaintiff out syndicate and by reason of the syndicate and by reason of the promotion and financing of their undertaking which had then branched out so as to include the promotion of the plaintiff out syndicate and by reason of the promotion and financing of their undertaking out so as to include the promotion of the plaintiff out syndicate and by reason of the promotion and financing of their undertaking out so as to include the promotion of the plaintiff out syndicate and by reason of the promotion and financing of their undertaking out so as to include the promotion of the plaintiff out syndicate and by reason of the promotion of the plaintiff out syndicate and by reason of the plaintiff out syndicate and by reason of the promotion of the plaintiff out syndicate and by reason of the plaintiff out syndicate and by reason of the plaintiff out syndicate

CORNWALL, CLARKE AND MINTY

Waterways Railway Co., Named

Bowen, (the agent of the defendant)

ganized to undertake, if necessary, 1st day of september, 1see and the winter the plainting denies) the extension the circumstances herein set out were the building of the railway referred said Clarke or Bowen his agent act sion signed by or agreed to by him improperly obtained and that by reason to in the second paragraph hereof and the promotion of such construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter to be a necessary of the construction company was the subject matter.

tiff that he had in fact accepted a retainer to act for the defendant Clarke 26. The plaintiff charges that the and his associates, though by reason of the correspondence between the erways railway, which received its ceeds paid over to him. ver interest in the said syndicate may to do in view of the matters hereinave been acquired by the defendant before or hereinafter set forth led the

17. Such extension of option as far and without such ownership and concations which passed between the said defendant. Clarke, acting upon infor-Naterways railway company and in all profits derived or to be derived by facts in conection with the matters and Minty, and to the other members

ants Clarke and Cornwall with the knowledge and assistance of the said reason of the facts and circumstances

also on all sidings was finally arran- is in absolute control of all the rights' ged with the government of the prov-inve of Alberta on the 14th day of cate

November, 1908. 19. Subsequently to the 36th day of November, 1908, the said Minty again purported to represent the said plain-tiff as his solicitor and to bind him in an extension of the option from 1st day of March, 1909, without any said plaintiff and still without disclosure of any change in the relations between him and the plaintiff and etween him and the plaintiff and cate and the plaintiff asks that the restraint the plaintiff's rights and in defendant, Cornwall, be restrained affecting the plaintiff's rights and in-An Unauthorized Option.

20. This last mentioned and und uthorized option extension agree ment purports to have been accepted and taken up by the defendant Clarkt or on about the 1st day of March. being within his present knowledge in and the plaintiff believing him. without knowledge that he was and Clarke and his associates and with plaintiff for President of the Alberta and Great connection with syndicate business prior to the giving of the original op-

22. The said Minty, acting as solicitor not only charged the syndicate of which the plaintiff was a member for had previously been executed and de-his services but also claimed and was with the defendant, Clarke, and his livered to said Bowen by the defendational allowed by said syndicate a commission for making the sale of the said interest in the charter charter rights Athabasca railway undertaking which and undertaking of the Athabasca became a completed transaction only 15. During the currency of this op-on or about the 1st day of March, 1909, West Construction company, and also tion the defendants Clarke and Corn-such commission being \$5,000 of stock of the Alberta and Great Waterways

undertaking or for the construction quired from the Dominion govern- party to any transfer of his interest takings provided for under any of the matter hard but for the matters hereinatter that but for the matters hereinatter railway company and they or some of only be properly fransferred by in- they may be or are to be received and mentioned he would have procured them were further engaged in continu- strument under seal executed by the of the profits arising from the sale of

communicating to the plaintiff such one-sixth interest therein and for pay

25. The different, Clark, having without authority of the plaintiff's Synpretended to acquire the property in the charter, charter rights and under-to a one-sixth share in the benefits ac-

ganized to carry out the same railway undertaking as included in the Athabasca Railway company's charter, beconton to Lac La Biche and thence the unauthorized extension and renewo Fort McMurray on the Athabasca al agreements granted by the defendant iver and the plaintiff charges that ne control and ownership of the thereof. charter, charter rights and undertak-ting of the Athenesce Railway coming of the Athabasca Railway com-pany was and is essential to the de-9. Such further and other relief as endants, Clarke and Cornwall, and the nature of the case may require. the Alberta and Great Waterways Delivered this 11th day of April, A.D. railway in their various undertakings 1910. by

rol it would have been impossi obtain government aid or to float the onds of the new undertaking. 27. The plaintiff charges that the mation received from the defendant, Government to Send Party of Engin plaintiff to the defendants, Cornwall

Minty were busily engaged in the hereinbefore stated and by reason of consummation of their plans for the the use made of the pretended acthe use made of the pretended ac building of the National Transconting quisition of the plaintiff's rights in the syndicate and by reason of the ental railway has to a great degree the syndicate and by reason of the caused this attraction, many valuable substitution of other rights and privil-discoveries having been made close eges for those originally held by the to the right of way.

nd privileges of the original syndi-

29. The plaintiff further charges that nent with the defendant, Clarke, t pay him \$100,000 in eash and to transer to him stock to the amount of \$100,000 in the defendant Construction endant, Cornwall, for services in pro euring government aid to which ser ices the plaintiff was entitled along with the other members of the synd rom receiving or dealing with such profits without accounting to the plaintiff in respect thereof. Claims 1-6 Interes.

30 The plaintiff claims a one-sixth nterest in the charter, charter rights ind undertakings of the three defend-1909, the exact date never having been ant companies as belonging to him ommunicated to the plaintiff and not by reason of the matters set out here

31. The plaintiff further charge said Minty, still to be solicitor only for that the defendant, Clarke, has receiv ed a large share of the profits, amoun had been in fact acting for the said ing to some \$740,000, made on the said sale of the bonds of the defendant, the lout Alberta and Great Waterways Railway the further knowledge of material facts affecting the rights and interest of the plaintiff received the sum of Clarke, be compelled to account there as an amount owing the core to the plaintiff and to pay over 32. The plaintiff charges that ther

s an agreement made and entered on and a further sum of about \$420 into between the defendant Construc-eing a part only of what would ave tion company and the defendant, the een his share of the consideration Railway company, in respect of the for the transfer of the said Athabasca charted of the Athabasca Railway and 5 had failed.

14. Subsequent to the 19th day if facts in relation to the business end is ascertained and paid over to him.

15. June, 1905 the plaintiff relying upon the representation of the said Minty if the said Minty had disclosed the ling to bring into account all monies. ling to bring into account all monie and under pressure from the said minty national manufacture of his Minty ratified a document dated the relation to the defendant Clarke and rightful position and real rights in 5th day of June, 1908. amounting to his associates the plaintiff would have an option in favor of the said A. D. protected his interests in the premises. der the court may make in respect

The plaintiff therefore claims:—

1. A declaration that he is interested Railway company and of the Canada 2 A declaration that he is entitle

to a one-sixth interest in the profits made or to be made by the defendant, Clarke, or his associates in connection with the incorporation, organization, construction and bonding of the under

dicate interests the plaintiff is entitle crueing from the said use in whatever

7. Damages from the defendant Minty Minty and by reason of the use made

HENWOOD AND HARRISON,

Edmonton, Solicitors for the Plaintiff. HAS QUEBEC A COBALT?

eer North.

Toronto. April 11.-The Quebec gov ernment has announced its intentior to send a party of eminent mining engineers to make an exploration of the Chibougam's region, a district be lieved to be rich in mineral. The object of the trip is to obtain

reports on the nature and quantities of the mineral deposits in that almost unknown section. Chibougama some 400 miles north of Quebec. Other sections of Quebec province are also drawing attention from both the government and prospectors. The

Regina Subway Contract Let.

A BOY'S STRUGGLE FOR LIFE

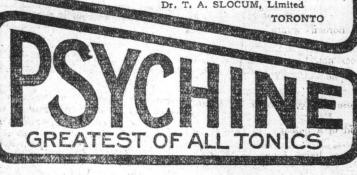


Mr. 8. J. New, of 154 Baldwin St., Toronto, says: I can trace my son Harold's trouble to when he had the measles five years ago, from which he never really recovered. Some of the best physicians attended him, but with months of suffering he in turn contracted whooping cough, bronchitis, and then pneumonia. Month after menth went by that we shall not soon forget; months of sleepless nights, fearful coughs, weakening night sweats, left my boy a mere shadow. He had no appetite, and my heart ached to see how he was wasting away. He spent one whole summer at the Lakeside Home for Sick Children, and came home greatly improved, but the cold winds of October took him off his feet again. The doctor advised me to send him to Muskoka, but heavy doctor's bills had depleted my financial resources, and such a step seemed out of the question."

"At this point we tried PSYCHINE, and human lips cannot describe the change that tool: place. No words can express the thankfulness of his mother and myself when we saw the crisis was over, and realized that our boy was fighting his way back to life and health. PSYCHINE had mastered that which all heath. PSYCHINE had mastered that which all the doctor's prescriptions had failed to check. Day by day Harold grew stronger, and all through the winter, although continually out of doors, he failed to take cold, and he put on flesh very quickly. By the spring my son was completely cured, and developed into a strong, sturdy lad," PSYCHINE is the Greatest

Strength Restorer and System Builder known to medical science, and should be used for HAROLD NEW, Toronto COUGHS, COLDS, WEAK LUNGS, LOSS OF APPETITE, WEARINESS.

For Sale by all Druggists and Dealers, 50c and \$1.00, Dr. T. A. SLOCUM, Limited



A Storekeeper Says:

"A lady came into my store lately and said:

"'I have been using a New Perfection Oil Cook-Stove all winter in my apartment. I want one now for my summer home. I think these oil stoves are wonderful. If only women knew what a

comfort they are, they would all have one. I spoke about my stove to a lot of my friends, and they were aston-ished. They thought that there was smell and smoke from an oil stove, and that it heated a room just like any other stove. I told them of my experience and one after another they got one, and now, not one of them would give hers up for five times its cost." The lady who said this had thought

an oil stove was all right for quickly heating milk for a baby, or boiling a kettle of water, or to make coffee quickly in the morning, but she never dreamed of using it for difficult or heavy cooking. Now—she knows. Do you really appreciate what a New

the heat from an intense blue flame shoots up to the bottom of pot, kettle croven. But the room isn't heated. There is no smoke, no smell, no cutoids heat, no drudgery in the mane-plate reads "New Perfection."

New Perfection

It has a Cabinet Top with a shelf for keeping plates and food hot. | The nickel finish, with the bright blue of the chimneys, makes the stove ornamental and attractive. Made with 1, 2 and 3 burners; the 2 and 3-burner stoves can be had with or without Cabinet.

Every dealer everywhere; if not at yours, write for Descriptive Circular to the nearest agency of the

The Imperial Oil Company, Timted.

full profit from your acres. Smooth, rapid, uninterrupted work is a necessity when the grain is ripe for cutting. Every delay due to a slow inefficient broken-down machine will rob you of a part of the reward you You have used great care in preparing the ground-sowing the seed-

caring for it while it is growing.

Don't, through lack of foresight now, run any risk of making valueless at rvest time the hours of labor spent in preparing for it.

Be prepared to get all the crop with a McCormick. Your grain may be tangled or down.

It does not matter, a McCormick Binder will pick it up quickly and bind The McCormick Binder is made to meet the requirements of the Cana It does so as no other machine does.

has stood the test of time. Its light draft strength and uniform good work will permi you to save all your grain with the least labor 17 The McCormick line embraces a large number of other machines jus as valuable as the binder such as drills, tillage imp ments, gasoline engines cream separators, wagons, hay presses, manure spreaders and motor MCOAMICK.

chine is the superior products of expert designers and skilled working Look over your machines today. See what you need to properly handle the harvest this year. Then call on a local dealer or write direct for further information. Take the step now that will insure your getting all the profit

CANADIAN BRANCHES—International Harvester Company of America at Brandon, Calgary, Edmouten, Hamilton, London, Montreal, Ottawa, Regina, Saskatoon, St. John, Winnipeg, Yorkton. INTERNATIONAL HARVESTER COMPANY OF AMERICA CHICAGO U S A

School of Mining A COLLEGE OF APPLIED SCIENCE Affiliated to Queen's University MINGSTON, ONT.

Mining and Metallurgy Chemistry and Mineralogy Mineralogy and Geology Chemical Engineering Civil Engineering Mechanical Engineering Electrical Engineering Biology and Public Health The state of the s

be present. Professor War-of the church furnished a

ed Bi-Lingual Bill. position, Mr. Lavergne's ailway companies, etc. and French, was adopted Gouin presiding and lead-

ent to the proposed meas