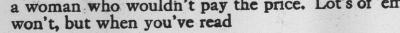
MC 2035 POOR DOCUMENT





Miss Hurst has seldom expressed more of herself than in this piteous tale of a clean little tassel in the tarnished fringe of Manhattan. It will make you think—hard. And maybe start you speculating on certain possibilities of your own future. She writes that kind of fiction. It's one of several explanations for Fannie Hurst's enormous following.

Such writers as she, Robert W. Chambers, John Galsworthy, Jack London, Arthur Somers Roche, Edgar Lee Masters, Gouverneur Morris, Herbert Kaufman, George Randolph Chester and Samuel Merwin, who also contribute to the March issue, likewise explain Cosmopolitan's enormous following.

March issue on all newsstands new-20 cents

Not at the Price An antiquated-looking individual was ed. "They're fower a penny, mum," the barrow. "Are they fresh?" she ask-mum," came the sarcastic reply. "I ap-plied for the birth and death certificate hawking fish. "Fine, fresh fish, fower was the guarded reply. "Yes," respond- of every fish, but at fower a penny it a penny," roared he. A woman came to ed the other, "I heard you say so, but simply couldn't be done."



That it is fully proved that the money was in fact extorted by Berry, and that It is fully proved that the money was in fact exterted by Berry, and that Flemming "WAS WELL AWARE THAT MONEYS WERE BEING that Flemming WAS WILL RWINCE THAT MOTHERS WERE BEING COLLECTED FOR A PURPOSE UNQUESTIONABLY IMPROPER." This

SOURCE HIGHLY AND GRIEVOUSLY IMPROPER."

While the Commission says there is a great deal to support the view that Flemming could not possibly be in ignorance of Berry's activities and of the methods he employed, the Commission does not find such sufficiency of proof as would justify it in declaring that the personal direction of the extortion by Flemming was actually established.

RAILWAY CHARGES.

RAILWAY CHARGES. AS TO THE EVIDENCE AGAINST THE HON. MR. FLEMMING IT CONSISTS OF THE TESTIMONY GVEN BY JOHN KENNEDY, A MEMBER OF THE FIRM OF KENNEDY & MCDONALD, RAILWAY CONTRACTORS, TO THE EFFECT THAT HE PAID HON. MR. FLEM-MING THE SUM OF \$2,000 IN WOODSTOCK ON THE 13TH DAY OF JUNE, 1913, IN DESCRIBING THE CIRCUMSTANCES THE WITNESS SAID: "MR. FLEMMING CAME AND SAID THERE WAS AN ELEC-TION ON AND HE (FLEMMING) SAID: "YOU OUGHT TO HELP US ALONG AND GIVE US SOME MONEY,' AND I SAID THAT I WASN'T DOING MUCH, BUT THEN TO COME OVER TOMORROW AND I DOING MUCH, BUT THEN TO COME OVER TOMORROW AND I WOULD DO THE BEST I COULD FOR HIM." MR. KENNEDY GOES ON TO SAY THAT MR. FLEMMING RETURNED THE NET DAY, THAT VERY LITTLE TALK WAS HAD, AND HE HANDED MR. F FLEMMING A PACKAGE WHICH IT WAS EVIDENT CONTAINED 52,000.

THAT VERY LEAT A PACKAGE WHICH IT WAS EVIDENT CONTAINED FLEMMING A PACKAGE WHICH IT WAS EVIDENT CONTAINED NOW THE CHARGE IS THAT THESE CONTRACTORS WERE "COMPELLED TO PAY" SUN' OF MONEY, AND HON. MR. FLEM-"COMPELLED TO PAY" SUN' OF MONEY, AND HON. MR. FLEM-"MING, WHILE ADMITTING RECEIPT OF THE PACKAGE, MAINTAINS THAT THERE WAS NO COMPULSION, AND THAT MR. KENNEDY WAS NOT IN ANY WAY COMPELLED TO PAY THE AMOUNT. MR. KENNEDY HIMSELF GIVES NO FURTHER EXPLANATION AS TO WHY HE PAID THE MONEY THAN IS ABOVE SET OUT; BUT HE SAYS HE UNDERSTOOD HE HANDED IT OVER TO MR. FLEMMING FOR CAMPAIGN PURPOSES. THERE ARE VARIOUS DEGREES OF COMPULSION, AND THE RELATIONSHIP OF THE PARTIES CONCERNED IS A VERY DETER-MINNING FACTOR IN CONSIDERING WHETHER OR NOT COMPUL-SION HAS TAKEN PLACE. WHAT MIGHT RIGHTLY BE CONSIDERED COMPULSION UNDER ONE SET OF CIRCUMSTANCES MIGHT BY NO MEANS CONSTITUTE OR GIVE RISE TO IT UNDER OTHER CIR. CUMSTANCES, AND THEREFORE IT IS THAT WHILE THERE WAS NO THREAT OR MENACE IN THE CONVERSATION WE HAVE NO HESITATION IN CONCLUDING THAT THE CONPULSION UNDOUBT-EDLY EXISTED, TAKING ITS RISE PRIMARILY FROM THE FACT THAT MR. FLEMMING WAS PREMIER OF THE PROVINCE AND MR. KENNEDY WAS A CONTRACTOR IN THE BUILDING OF THIS WORK IN QUESTION.

WORK IN QUESTION. The further facts in connection with Mr. Kennedy's business in this regard are tha the obtained his contract which called for the construction of the road from Woodstock to Centreville in May, 1912, a month preceding the con-versation above alluded to, and the strict wording of the statute confines our in-quiry to payments made in "the year A. D., 1912, before they obtained their contracts." It was further shown that Mr. Kennedy in September, 1913; took over some thirty miles of Hibbard's contract upon the lower adjoining section of the road, but at the time he paid the money he had no thought of obtaining last named contract, for the work was then being done by others and there was apparently no reason for thinking that those then carrying it on would not complete it. There is no doubt we think that when the payment in question was made it had no connection in the mind of either party with obtaining a second contract such as was afterwards entered into. THE COMPULSION, WHICH ACCOMPANIED THE ACT, DID NOT

TAKE ITS RISE FROM ANY FEAR OF DISAPPOINTMENT WITH COLLECTED FOR A FORCE OF DISAPPOINTMENT WITH the Commissioners say is amply shown. Also the Commission says it is manifest that Flemming "directed the dis-Also the Commission says it is manifest that Flemming "directed the dis-position of such money when collected, also THAT "HE AQUIESCED IN THE COLLECTION OF SUCH MON EYS AT A TIME AND FROM A THE COLLECTION OF SUCH MON EYS AT A TIME AND FROM A THE COLLECTION OF SUCH MON EYS AT A TIME AND FROM A

THE VERY RELATIONSHIP OF THE PARTIES, FROM THE AU-THORITATIVE POSITION HELD BY HON. MR. FLEMMING, AND POSSIBLY ALSO FROM AN APPREHENSION AS TO THE CONTING-ENCY WHICH MIGHT ATTACH TO THE PERFORMANCE OF THE EXISTING CONTRACT IN CASE OF REFUSAL TO PAY. BUT WHILE HOLDING _____PINION ABOVE EXPRESSED WITH REGARD TO THIS TRANSACTION WE MUST MAKE REPORT CON-CERNING IT, WITHIN THE WORDING OF THE STATUTE AND THE MEANING NECESSARILY ATTACHED THERETO. THE STATUTE DOES NOT CONFINE ITSELF TO PAYMFNTS MADE BY A CONTRAC-TOR EMPORE HIS FIRST OR ANY OR ALL OF HIS CONTRACTS WAS OR WERE ENTERED INTO. IN THE CASE BEFORE US THE CON-TRACTOR OBTAINED TWO CONTRACTS. HE WAS COMPELLED TO PAY THE MONEY IN THE INTERVAL BETWEEN THE TWO, AND ADMITTEDLY AT A TIME WHEN NO THOUGHT OF A SECOND ONE WAS IN HIS MIND, BUT HE CERTAINLY WAS COMPELLED TO MAKE THIS PAYMENT PRIOR TO GETTING HIS SECOND CON-TRACT, AND, IN OUR OPINION, IT WAS JUST AS REPREHENSIBLE TO COMPEL PAYMENT OF THIS MONEY UNDER THE CIRCUM-STANCES AS IF THE SECOND CONTRACT HAD BEEN IN SIGHT. THE CONTRACTOR, HAVING BEEN COMPELLED TO MAKE THE PAYMENTIN THE YEAR 1912 AND BEFORE THE SECOND CON-TRACT WAS ENTERED INTO, WE THINK AND FIND THAT HON. MR. FLEMMING IS GUILTY OF THIS ACT OF COMPULSION WHICH HAS BEEN CHARGED AGAINST HIM. MR. Carter paid special attention to Kings county affairs, quoting facts to show the neglect and incompetence of the government. In closing he paid a tribute to the new opposition leader, W. E. Foster, and spoke of the splendid array of business men who are being selected as candidates.

Doctor Tells How To Strengthen Eyesight 50 per cent In One Week's Time In Many Instances

A tree Prescription You Can Have Mildel and Use at Home. This delphia, Pa. Do you wear glasses the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of eye strak or other eyes the you a victim of the principle of this won defail free prescription. One man says the all the time. It was almost blind the all the time. It was like a miracle to the share may be you or white be almost blind the share end any eyes when you they the the share the eyes two to four times the share the time. It was like a miracle to the share end any severithing steems clear. It you the share the time all the share the start and the the share the time all the start is the prescription the the you eye a little is too the share the time all the times the same there the the you be share the share the time the share the times the share and any more the times there the the times the share the times the share the time all the times the same there the times the share the time all the times the the times there the times the share the time all the times the times there the times the share the time all the times the times there the times the share the time all the times the times there the times the share the times the times the times the times the share the times the times the times the times the time a may strake the time the times the times the share the times the times the times the times the share the times the times the times the times the share the times the times the times the times the time times timestare the times the tis the times the time times the times the

Wasson's Drug Store Sells It.

