

HE WAS STRANGER, BUT GOT BIG TIMBER AREA

Witness at Inquiry Tells How Former Minister, Howard Ferguson, Without Question Gave Him Permit for Whole Township.

James J. Kingston, lumberman and former hotelkeeper, is according to his evidence before the timber probe yesterday afternoon, one of the most persuasive individuals imaginable. But he refused to disclose the secret of his success in getting what he wants. He told the commission how he had a slight acquaintance with Howard Ferguson, former minister of lands, forests and mines. Yet despite this great handicap he induced that gentleman, after two or three visits to his office to grant him 81 square miles—the whole township of Stanley, in fact—containing timber. But in spite of coaxing and cross-examination by counsel, he refused to say as well as the commissioners themselves, Mr. Kingston could not be induced to tell what his persuasive methods with the former minister were. It was enough for them to know that he saw Mr. Ferguson, talked with him about the limit and "so forth," and later received it. The "so forth" part of the conversation aroused the curiosity of everybody, but witness left the stand without satisfying it.

When asked why he did not go down and try his persuasive powers on Hon. Beniah Bowman in an effort to secure another limit, witness replied amid laughter that he was not in the humor.

Mr. Kingston, examined by Crown Counsel Harding, said he was from New Liskeard and was a lumberman and a former hotelkeeper in Cobalt. He had secured a permit in the township of Stanley from former Minister Howard Ferguson, whom he knew slightly. It was in August he saw Mr. Ferguson, together with his deputy minister, Mr. Grigg, and in the following September the permit was issued. He had not asked any person to see Mr. Ferguson on his behalf. On the first occasion he saw Mr. Ferguson he had a conversation lasting between a half-hour and an hour.

Mr. Harding: "You say you were practically a stranger to Mr. Ferguson. Why should he give you a permit? Did you have any claims on him?"

Witness: "No, but I thought it was the usual thing to grant permits in return for the payment of the usual fees."

Mr. Harding: "Did you tell Mr. Ferguson you were a strong Liberal and did work against the government?"

"No."

"But Mr. Ferguson knew where you stood?"

"I suppose he did."

When the permit was granted witness said he put up a cash deposit of \$2,500, together with two others, Jammet and Bolin, in the deal, and subsequently sold out for \$2,000.

Witness did not personally put up any of the deposit money. He, however, had spent about \$600 of his own money in traveling expenses. He had secured the permit before starting out to finance the deal.

"Was Mr. Ferguson surprised at your modest request for 81 square miles of timber lands?" asked Mr. Harding.

The former minister, witness said, expressed no great amazement at the request. He, however, did not grant the permit on the occasion of witness' first visit. He was not interested in elections then, although he was imminent at the time. He had not talked politics with Howard Ferguson.

Questioned repeatedly by the commissioners and Mr. Harding, witness could not remember what he had talked about when he saw Mr. Ferguson, except the north country, and so forth. They were all anxious to find out what persuasive methods were used.

Better See Mr. Bowman.

Mr. Harding: Why don't you go to Mr. Bowman and get another timber area?

Witness: I don't feel inclined (laughter).

Arthur Grigg, deputy minister of lands and forests, told of the search made by his department for some missing documents.

"If Mr. Ferguson does not know where that letter is, it is rather remarkable," said Justice Riddell.

The deputy minister was asked by Peter White, K.C., if he knew what had become of the late Aubrey White's private files, and replied "No." Many files containing departmental correspondence were left in a semi-private manner—away from the general public but open to departmental employees.

Difference With Ferguson.

"I always held permits should be sold by open competition, but Mr. Ferguson believed, as many others do, that permits could advantageously be issued otherwise," said witness, who recalled a case under the late Mr. Cochrane in which a charge of \$70,000 was collected for areas given without competition.

Differed With Minister.

"You and Mr. Ferguson had a difference of opinion as to issuing permits," asked Peter White, K.C.

"I thought that method would leave the department open to unfair criticism. There were many cases where permits were justified, but it was hard to differentiate," answered Mr. Grigg.

Judge Latchford: Do you know of large and valuable limits being cut over under license?

Mr. Grigg also took occasion to continuing, witness said the work of the cutters in the government's employ could not be supervised by any minister or deputy minister, and their work and returns were checked by crown timber agents.

Judge Riddell: That means there is no supervision over the cutters?

Mr. Grigg also took occasion to

No Soap Better
For Your Skin
Than Cuticura

See, Ointment, Tablets, etc., each sold everywhere.
Cuticura Soap, Cuticura Tablets, etc., each sold everywhere.

OSGOODE HALL NEWS

Announcements
Weekly court: List for Thursday, 16th inst., at 11 a.m.—Re British Cattle Supply Co. v. Warchuk v. Malowski to Standard Reliance and Hall; Adams v. Anderson; Boyd v. Boyd; re Gadoway and Walker; Hynes v. Technical Products; Eaton v. Goldberg; Alexander v. Moore; Smith v. Saperstein; Seifred v. Central P.

Master's Chambers
Hevey v. Simpson; O'Leary v. Simpson; J. S. Beattie for plaintiff in first action; J. P. Walsh for plaintiff in second action; J. L. Cohen for claimant.

Stands two weeks.
Hutton v. Dent; J. P. Walsh, for defendant, moved to set aside default judgment; W. Lawr for plaintiff. Order made setting aside judgment. Costs of motion to plaintiff in any event.

Bank of Montreal v. Burnett. G. W. Adams for plaintiff. Order made striking out defence for failure to comply with prior order for examination for discovery with costs.

Cartwright v. Nicholson. Webster (Grant & Co.) for plaintiff, obtained order amending order of cause by striking out party defendant.

Burrows v. Wheeler. J. M. Duff, for defendant, obtained order on consent dismissing action without costs and dismissing action on consent without costs and dismissing action on consent without costs.

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SIR JOHN EATON TO OPEN MEMORIAL CLUB

The War Service Memorial Club, Gerrard street, just east of Yonge street, will be formally opened this afternoon by Sir John Eaton. The club, which is the first of its kind in Canada, will be open to all ex-service men. A well equipped canteen and medical clinic will be carried on in connection with the club, and there will be special accommodation provided to enable members to entertain women relatives.

The committee of ladies who have promised the idea, and who have worked very hard for the successful launching of the club on its career, are Lady Pellatt, Lady Hearst, Mrs. Harris McPhedran, Mrs. Vankoughnet and Mrs. Duggan.

WILLS AND BEQUESTS
Probate to the will of James E. Farr, a farmer of East Gwillimbury, who died August 1, leaving \$21,065, has been granted to the widow, Emily Farr, of Queensville, who resides in the city.

Three brothers, Robert Fraser, of Glasgow, Martin and Carlyle of St. Catharines, share the \$1,132 estate left by the late Kennedy Fraser, who died May 16.

Pte. Douglas Freeman, No. 171301, 4th C.M.R., killed in France, Sept. 15, 1918, left a lot on Hatherly road, valued at \$400, to his widow, Grace Freeman.

Robert Johnston, formerly a farmer, who died July 24, devised an estate of \$8,693, of which cash and securities valued at \$2,952 and mortgages \$5,741. A brother, William Johnston, of Detroit, receives a legacy of \$1,000, and other relatives share the balance.

Re Saunders Broadway Enterprises: J. M. Bullen, receiver, obtained order permitting receiver to sell stock in trade valued at \$100,000, belonging to debtor before meeting of creditors.

At Trial
Lusk v. Perrin: M. F. Pumville (New Liskeard) for plaintiff, W. A. Gordon (Halifax) for defendant. The plaintiff seeks possession of premises in the township of Harley, for injunction, and from the farm to be handled by a man of the name of Lusk. Action dismissed with costs.

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