

ing Addresses by Bishop
ng Mayor Jones—Similar
arts of Carleton County.

country and would do it from a
of duty.
op Richardson, who was the prin-
speaker of the evening, made a
ficient address that held the at-
e of the big audience during the
minute of its delivery. "Never per-
has such an eloquent presentation
ase been heard in the town. His
les were frequently applauded as
well on the duty of every young
in this hour of the empire's crisis,
large number of young men were
as and it is confidently expected
many will answer the country's
tic recruiting meetings are to be
in different sections of the county
Friday night at Dover and clos-
ing through the week and clos-
Centreville Saturday 28th, inst.
se meetings will be addressed by
Frank Baird, A. D. Holyoke, F. C.
Hon. W. P. Jones, Donald Mun-
P. P. T. C. L. Keckum, M. L.
ed. Rev. F. O. Orchard, F. B. H.
ll, M. P., Rev. George Ross and
Smith.

IRE PEACE
ARRANGED
ENCH OFFICER

The first requisition was nothing
at will be required."
ffering again to the cavalry this
continued the numbers will be
up for some months on the same
at present but before long men
will be armed with rifles and
nets."

RIBLE CONDITIONS
ATTLE LINE

(By Lucien Arthur Jones)
to the Belgian Army Wednesday,
18.—The situation in western Flan-
has changed little since the Allies
ed their left wing to the coast
a month ago. The fighting in ad-
e character with violent attacks
counter-attacks. Exhausted by their
ses efforts to break through the
ans seem to be marking time. A
e campaign in the low countries
be exceedingly difficult for either
and progress must be slow. The
s are in terrible condition and in
places the mud is several feet deep.
y artillery therefore cannot be es-
eavored.
itude is held by the Germans by
skin of their teeth and their posi-
ons suffering from constant bombard-
e. The towns may be recaptured at
moment by the Franco-Belgian
y. At present it is neutral ground,
ruined houses affording little cover
he Germans who have retired to the
trenches. The fierce shell fire of British
guns has been responsible for such
ement of the Germans as has taken
e. The street fighting is of frequent
ence.
t night the ruined houses echo with
hoarse cry of the opposing forces
every bar discloses weapons of de-
"cease firing" is ordered by both
and the Red Cross workers carry
their merciful work.
e river Yser with the constant rains
e last few days has overflowed its
s, an occurrence which adds an-
e to the difficulties of the Germans.
e powerful telescopes, one can
see here and there a stranded up-
p to its timbers in water. Many
ans have been caught unaware by
eers which crept steadily up and
whelmed them.

ARKS "GOING TO
PART SOMETHING"
IN LONDON, ONT.

ee Arrested and an Unpost-
ed Letter to Detroit German
ontaining a Threat Was
ound on One of Them.

London, Ont., Nov. 19.—A searching
igation is proceeding in connection
with the arrest of three Turin, Soloman
an, Kanou Risi, and Rini Nijbi, at
Wellington street, last night, follow-
ing instructions from Ottawa. In a po-
n one of the men the police tonight
is an unposted letter addressed to a
y German, stating that the writer,
with his companions, was going
art something here."
e letter has been forwarded to Ot-
awa, along with a number of others,
eached at the men's boarding house
a rifle and ammunition trunk, to-
er with a military rifle, and several
rounds of ammunition. A Do-
n Secret Service officer reached the
tonight in connection with the case,
the men are to be removed to Fort
y, Kingston, pending the investiga-
e. It is claimed that all three men
g to the Ottoman army, and that
have been doing considerable shoot-
on the local ranges of late.

France the River Oise is pronounce-
Wars." That is the place where the
an army oise a few days since—
er quantity of coal, foreign belliger-
e ships have not been calling at our
to ask for coal."

The Semi-Weekly Telegraph

The News

TIDE OF BATTLE TURNS TO RUSSIANS IN EAST; GERMANY LOSES SUBMARINE AND DESTROYER

BALANCE IN BATTLE TURNS TO RUSSIANS

Duke Nicholas Checks German Offensive in Poland and Throws Fresh Army in Pursuit

Report of 12,000 Prisoners Taken and Prediction Made That Only Question Remaining is How Many Germans Can Escape—Czar Cheers Wounded With News—Cosack's Story of Fighting in East Prussia.

London, Nov. 23, 9:30 p. m.—The German submarine U-18 was rammed and sunk today by a British patrolling vessel off the north coast of Scotland, according to a British admiralty statement. The U-18 was a comparatively new vessel, having been built in 1912. She had a cruising radius of 2,000 miles.

The battle which is being fought in the region between the Vistula and Warta rivers in Poland appears to have turned in favor of the Russians. In fact, a special despatch from Petrograd to Paris says that the Russian army already has won a decisive victory. While this may be an exaggeration, both the Russian and the German official reports suggest that General Von Hindenburg's second thrust at Warsaw has been checked.

Grand Duke Nicholas, commander-in-chief of the Russian forces, for two days in succession has recorded partial successes in this great battle, and tonight the German general staff says that the arrival of Russian reinforcements has postponed a decision. Both sides have expressed the greatest confidence in the outcome of this battle. Grand Duke Nicholas and General Von Hindenburg heretofore have been so successful in their strategy that their adherents look upon them as almost unbeatable.

The German papers only this morning were talking of a general Russian retirement despite the fact that the Russians have been advancing steadily in Galicia, have repulsed the Austro-German attack before Grazov, hold part of the German territory in East Prussia and were opposing General Von Hindenburg's advance on Warsaw. It is the same in Petrograd. All the correspondents there declare that it is certain that Russian numbers must tell when the Germans have reached the ground on which Grand Duke Nicholas has chosen to give them battle.

Another German offensive in West. While undertaking immense tasks in the east, the Germans, according to all accounts, are preparing to launch another offensive movement in the west. Just when this is to be known, of course, by the general staff alone. It is believed here, however, that they will make another effort to get through to the French coast and perhaps at the same time try to force the line of French fortresses in the Argonne region.

The Germans have been violently bombarding Ypres in Flanders, Soissons in the Aisne valley, while they have been making attacks in the Argonne region. The French claim that the assaults in the last named region have been repulsed, while the Germans in direct contradiction say that they have been gaining ground steadily.

Any or all of this activity may be intended to divert attention from the quarter in which the supreme attack is to be made, but the Allies are sure to discover soon where they must expect the next blow. In order to ward off the possibility of the Germans again trying to move along the coast, the British fleet has been bombarding their positions from the sea.

Turkey, as usual, reports victories over the Russians in the Caucasus and the British in Egypt, but these lack confirmation. The English, on the other hand, tonight issued an account of successful British operations in the Persian Gulf. The same statement told of the defeat of a British force sent against German East Africa.

British naval airmen, including Flight Lieutenant Sippe, one of those who destroyed a Zeppelin shed and an airship at Düsseldorf, before the Germans took Antwerp, have made a still more daring raid from French territory over Friedrichshafen. According to the aviators' account they dropped bombs which damaged the Zeppelin factory at that place. One of the aeroplanes was brought down by German guns, but the others escaped without sustaining damage.

Violent attacks on Argonne front. The Handicapped League, that is the League of the Mutilated, has issued a list of names of five officers killed, eight wounded and one missing.

Fourteen officers on casualty lists. Amsterdam, Nov. 23, 8:50 p. m.—A casualty list dated November 20, made public here tonight, gives the names of five officers killed, eight wounded and one missing.

Demands payment of Antwerp levy. Amsterdam, Nov. 23, 8:50 p. m.—The Germans are still insisting that Antwerp pay a war levy of \$10,000,000 and Deputy Burgomaster Franck has refused until he is assured that the Germans will make no more requisitions for supplies.

The situation has reached a deadlock and is strained, and it is feared that Mr. Franck may suffer the same fate as Burgomaster Max, of Brussels, who, because of the non-payment of the Brussels indemnity, was taken a prisoner to Germany.

While Russians Are Smashing German Forces in Poland and Continuing Advance in Galicia and East Prussia, There is Still No Indication of Removing Pressure Against Allies and New Attack on Channel Ports is Beginning—Violent Fighting Now in Argonne District—Heroic Attack by British Aviators on Zeppelin Factory Was Not Made in Vain But Considerable Damage Effected.

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GERMANS HAVE TWO WARSHIPS RAMMED

British Patrolling Boat Disables and Captures New Submarine With Crew

Danish Steamer Accidently Collided With Destroyer Which Foundered With Crew of Sixty and Only Two Rescued—Kaiser Wilhelm der Grosse Captain, Escaping to Berlin is Decorated by Kaiser.

London, Nov. 23, 11:35 p. m.—The secretary of the admiralty announces that the German submarine boat, U-18, which was reported off the north coast of Scotland this morning, was rammed by a British patrolling vessel, and foundered.

The patrolling ship rammed the submarine at 12:20 o'clock this afternoon. The U-18 was not seen again until 1:20, when she appeared on the surface, flying a white flag. Shortly after this she foundered, just as the British destroyer Garry came alongside. The destroyed rescued three officers and twenty-three of the submarine's crew, only one being drowned.

The names of the German officers captured are: Captain-Lieutenant Von Henning, Lieutenant Sprenger and Lieutenant Nuerberg. The submarine boat U-18 of the German navy was built in 1912. She has a cruising radius of 2,000 miles and a speed of 14 knots above water and eight knots submerged.

Destroyer lost with 58 men. London, Nov. 23, 8:20 p. m.—A despatch to the Exchange Telegraph Company from Copenhagen says the Danish steamer Anglodane collided last night in the Ore Sound with the German torpedo boat destroyer S-124, which foundered.

Two German sailors, according to the correspondent, were rescued by the steamer, seriously injured, but succumbed to their injuries. The remainder of the crew of the destroyer were drowned. A despatch to Reuter's Telegram Company from Copenhagen says that the crew of the S-124 has arrived in Copenhagen.

Another account says crew saved. Copenhagen, Nov. 23, via London, Nov. 24, 12:55 a. m.—A German torpedo boat destroyer was in collision yesterday with the steamer Anglodane in the Baltic Sea, outside Falkenberg, Sweden. Two German torpedo boats went to the assistance of the destroyer as she was about to sink, and a majority of the crew was taken aboard them.

Three of the men were rescued by the Anglodane, but one of them died a half hour later. The destroyer was towed by one of the torpedo boats to the Swedish coast, where she will be disarmed. The injured boat carried no lights. The Anglodane sustained no damage in the collision.

The German torpedo boat destroyer S-124 was built in 1903. She was of 6,500 horsepower, and had a speed of 28 knots. She carried a crew of about sixty men.

Measures against German invasion. London, Nov. 23, 10:45 p. m.—Plans for dealing with a possible German invasion were spoken of in the House of Commons tonight by Under-Secretary for War Tennant.

W. C. Bridgeman, member for Shropshire, said he thought the wearing of gas masks would insure that persons taking part in the defence of the country would be regarded as civilians. He also asked if the government was aware that many active men over the recruiting age desired to fight, in event of an invasion, and are prepared to furnish their own arms and equipment, if the war office will design a uniform for such a force.

Mr. Tennant replied that the war office felt it the first duty of the navy to prevent a raid. "In the event of its taking place," he said, "it is our duty to drive the Germans into the sea as fast as we can, and I hope we shall be enabled to do so."

In regard to the action of the civil population, in an invasion takes place, he pointed out that emergency committees had been formed in the various counties where there was any danger of an invasion, and instructions were being issued to these committees. He thought it was not desirable to state at this time what these instructions were.

The Pall Mall Gazette, referring to the report of "liveliness" at Emden, says it "records very well what passed in this country last week."

Military movements took place, continues the paper, "which, of course, will not dwell upon in detail, but which gave rise to the almost universal belief that the authorities had news of some attempt to be made against us. The attitude of the public mind was one of interest. It certainly was not one of alarm."

Lost ship but won iron cross. Amsterdam, Holland, Nov. 23, via London, 7:40 p. m.—Captain Aye of the auxiliary cruiser Kaiser Wilhelm Der Grosse, which was sunk off the west coast of Africa by a British cruiser the latter part of August, has been decorated with the Iron Cross of the First Class.

In a statement made to the Berliner Tageblatt, Captain Aye says he managed to return to Germany as stoker of a neutral vessel.

A despatch from Las Palmas, Canary Islands, on November 12, said that ten officers from the Kaiser Wilhelm Der Grosse, who were on parole, had escaped

Belgian Wiped Out One Battery And Captured Another

Paris, Nov. 23.—No Belgian soldier is receiving more acclaim in the French press than Emile Sapia, who, at the age of 23, has received the decoration of the Order of Leopold and the Cross of the Legion of Honor. Le Matin confessed it could not believe all the brilliant exploits attributed to this young man, who was a private when war was declared, and who was made a corporal only a month ago, but that it has investigated, through inquiries not only of Sapia himself, who is now in a Cherbourg hospital, but also of many others.

First: During the siege of Liège, Sapia was in the fort of Loncin. Climbing a tree, and consulting by its leaves, he killed an entire battery of heavy artillery, said to number forty-two men. It is claimed that the commanding officer of this battery reached the foot of the tree, revolver in hand, only to fall at the next bad fall, from a bullet sent out of Sapia's rifle.

Second: Two weeks later he personally captured the flag of a regiment of Hussars, whose colonel he also shot.

Third: Near Louvain sent out in a company of six other men, Sapia succeeded in capturing forty soldiers, including one officer.

Just how it has proof of such achievements Le Matin does not say, but it adds that General Loe, of the Belgian army, and two cabinet ministers have personally gone to Cherbourg to congratulate Sapia, who is not dangerously wounded.

"Shoot, D—n It, Shoot, Last Cry of Heroic Zouave"

Paris, Nov. 23, 4:10 p. m.—There was given out semi-officially in Paris this afternoon the following:

"The other day in Belgium a German column was advancing to attack the fort of Brief, defended by a detachment of Zouaves. Our men noticed that before them the German forced a Zouave along, and at the same time they heard cries of 'stop firing.' For an instant our rifles and the men in charge of our machine guns hesitated.

"Then from the German ranks they heard the voice of the Zouave prisoner, who called to them: 'Shoot, d—n it! (Tirez donc, nom de Dieu).'"

"There then flashed out from the ranks of the Zouaves a general discharge of rifles and machine guns. This fire laid low the assailants of the Zouaves, and with them fell the heroic soldier whose devotion made it possible for his countrymen to checkmate the ruse of the enemy.

"If the name of this brave man is unknown, at least his regiment will retain forever the remembrance of his sacrifice, which is equal to any of the most courageous personal incidents recorded in our glorious history."

New Railway of Great Service to British in Africa

London, Nov. 23.—(Gazette Cable)—An important point in connection with the operations of the Union government against German Southwest Africa, when the rebellion is settled, is the completion, just announced, of the extension of the railway from Priska to Upington.

Being within 80 miles of the German border, the Union government will find the new track of great strategic value.

FRANCE TO SEND ATTRACTIVE EXHIBIT TO WORLD'S FAIR

Bordeaux, Nov. 23, via Paris, 5:30 p. m.—A semi-official communication, announcing the intention of the government to participate in the Panama Pacific International Exposition, says that this country's participation will be an expression of the good will of the French toward the United States, and that it is the desire of France to draw yet closer the bonds connecting the two great republics.

The communication says that Myron T. Herrick, the retiring ambassador to America, recently expressed an earnest desire to see France offer again her sympathetic feelings towards the American people, and today Charles C. Moore, president of the exposition, in a message to Minister of the Interior Malvy, referred to the immense satisfaction caused by the determination in the United States of France to be represented officially.

The communication sketches the character of the French participation and says that ample space have been allotted to French industry and to show the achievements in French art, science and engineering. It announces that the American government has placed at the disposal of the exhibitors a naval vessel, which will leave a French port early in January to transport exhibits to the United States, free of charge.

AUSTRIANS ADMIT RESISTANCE

Berlin, Nov. 23, via wireless to Sayville.—According to official information reaching Berlin today the Austrians again are meeting resistance in Serbia, but strong detachments of Austrian forces have crossed the River Kolubara. Floods and soft ground on the levels, together with snow in the mountains, has greatly hindered operations.

EXTORTION PROVEN IN COLLECTION OF TIMBER GRAFT FUND BY BERRY

TIMBER GRAFT WAS RAISED BY "GROSS EXTORTION"

(Continued from page 2)

Contributions were paid by Mr. Robertson, who testified that the payment was optional and voluntary. HAD TO PAY.

"Mr. James A. Rundle's land was classified at seventy-five dollars a mile. In Division B. This witness testified that Berry told him that he had to pay fifteen dollars a mile more, and that he understood it to be paid into the government, and that Berry said: 'His orders from the surveyor-general were to collect \$15 a mile, and that I was to pay it to Mr. Brankley.' Witness paid the money, amounting to \$337.50, to Mr. Brankley on the 29th day of June, 1913, and says he figured it as a condition of getting his license renewed. The evidence given by Mr. Charles Fenderson shows that in his conversations with Berry the matters of classification and bonus were discussed, and eventually at the Barker House, Fredericton, Berry told the witness that the rate per mile had been practically decided upon, but he had also decided it was a good time to start a political fund, and that the government expected fifteen dollars additional. Mr. Fenderson further says that he agreed to talk it over with his firm, and that afterwards in June, 1913, amounting to \$2,000, the money was paid to Mr. Berry in cash in the Dufferin Hotel in St. John, but he says he had no reason to believe the payment would influence the classification of his lands.

"The sums paid by Mr. Frederick C. Beatty for Stetson, Cutler & Company and other companies, amounting to \$20,000, were not paid by arrangement with or through Mr. Berry. Consequently for this branch of the report no further reference to them need be made.

"The contribution of the Partington Pulp and Paper Company was not paid until the fourth day of October, 1913, although negotiations for its payment had been progressing since about the first of July previous between Mr. Jones, manager of the company, and Mr. Berry, who was at times accompanied by Mr. E. R. Teed. Mr. Jones said he paid the amount, \$3,225, because everybody else had paid it, and if all the other lumbermen had acceded to the request, the company would like to be on a good basis, and by paying the amount he would eliminate any danger in that respect. He said he felt something was being demanded which he had no right to pay. His conversation over the matter was with Mr. Berry, who told witness that in view of the terms made in connection with the bonuses the large timber owners should contribute to a campaign fund, that all the other large owners had agreed to the proposition, and that they felt that the Partington Company should come in with the rest. The money was finally paid on the fourth day of October, 1913.

IT WAS CLEAR EXTORTION. "Having in view the testimony given by the different contributors, the only conclusion that seems possible to us is that THE MONEY WAS ACTUALLY EXTORTED. Under the conditions which prevailed it was impossible for any of the license holders to exercise any freedom of mind or will with respect to the proposition that the extra amount should be raised. The fact is that the request, if it can be so termed, was made by the Crown Land official to whom each license holder knew the classification of all his lands was entrusted. They knew further that the decision of this man Berry would prevail in regard to whatever disputes might arise between any of them and the government scaler in each season's cut. He was the one official in the Crown Land Department whom it was absolutely imperative that each license holder should appease and placate and all that being so it would seem of less moment what the actual conversation was when Berry asked for the money. It was the very relationship between each donor and Berry that gave weight, if not menace, to the suggestion and accounts for the fact that so few out of all approached him with strength of mind to refuse a contribution.

"All the above indicated conversations and payments, except the ones specially referred to above and excepted, took place before the orders-in-council classifying the lands and fixing the amount of bonus payable under each classification.

"GROSS IN THE EXTREME. "At the time these demands were made the government was on the eve of fixing the bonus and stamptage payable by license holders for a time which might cover the lives of most of the parties affected, and IT IS DIFFICULT TO IMAGINE ANYTHING MORE REPREENSIBLE OR BLAMEWORTHY THAN THAT AN OFFICIAL OF THE DEPARTMENT INTERESTED SHOULD PRESENT SUCH A DEMAND OR REQUEST AT SUCH A TIME. The license holders were not given free to protest against such requests, coming from the lips of an official whom they might easily express their strength of mind to refuse a contribution. The amount then demanded, if it was of the most vital interest to each holder that his licenses be renewed. His investments in mills, machinery and other plant were in issue. By the refusal of Berry the value of the licenses would be depreciated, and for a man holding the position of chief superintendent of scalars to make such a proposition as that involved in the conversations above detailed, IS, IN OUR OPINION, AN EXTORTION GROSS AND CULPABLE IN THE EXTREME. To these demands upon the part of Berry of timber licenses it is not only an extortion of the most effective nature, but it appears the most harsh and cruel inasmuch as it is practised by one to whom it is unsafe to make protest and for a purpose repugnant to many of the contributors.

"Coming now to the immediate issue involved in this enquiry the question remains: Was this extortion, which is shown to have been practised by Berry, directed by Hon. Mr. Fleming? The first place one is led to go to is the fact that the only man other than Mr. Berry, Mr. Fleming who would be in a position to give positive evidence upon the point has been, since the start of this investigation, beyond the jurisdiction of the commission. On the other hand, Mr. Berry, Mr. Fleming has testified that he in no way directed such extortion. "But it was claimed on the part of Mr. Dugal that such direction was simply proven and the evidence pointing to that conclusion cannot be lightly brushed aside or dismissed. It was proven by the premises own testimony that suggestions for the collection of a party fund on, as it was called in the conversation an 'educational' fund, had come to him from Mr. George Corbett, whose firm subsequently contributed a very large amount, and that Mr. James Robertson had expressed to him the same idea. To neither of these men was encouragement given, neither was the suggestion discouraged. The conversations with these two men transpired prior to Mr. Berry's announcement that the lumbermen were desirous of contributing to the fund which was afterwards raised.

WHAT FLEMING KNEW AND DID. "It is apparent that Hon. Mr. Fleming did not discourage such a movement, but he wanted Berry not to have anything to do with getting or receiving the money. THE PREMIER NAMED THE TREASURER, MR. TEED OF WOODSTOCK. HE KNEW THAT EFFORTS WERE BEING MADE TO GET MONIES FROM CERTAIN HOLDERS OF CROWN AND TIMBER LICENSES. HE KNEW THAT FROM TIME TO TIME SUCH MONIES WERE COMING INTO MR. TEED'S HANDS. HE SET HIS SEAL OF APPROVAL ON THE TRANSACTION BY INTRODUCING HIS CHOSEN TREASURER TO MR. BRANKLEY WITH THE WORDS: 'ANYTHING MR. BERRY TELLS YOU ABOUT THIS MAN (TEED) WILL BE 'ALL RIGHT'.' At the time of such remark the premier, with Messrs. Berry, Teed and Brankley, was in his room at the Barker House in Fredericton, and Berry had acquainted him with the fact that Brankley was acting for the lumbermen in holding the fund prior to its being passed over. "IN THE CASE OF THE PARTINGTON PULP AND PAPER COMPANY THE PREMIER WAS AWARE THAT BERRY WAS URGING A CONTRIBUTION AND, BACKED BY ALL THESE FACTS AND CIRCUMSTANCES, THE VIEW WAS STRONGLY PRESSED UPON THE COMMISSION THAT HON. MR. FLEMING COULD NOT POSSIBLY HAVE BEEN IN IGNORANCE OF BERRY'S ACTIVITIES AND OF THE METHODS HE EMPLOYED. THERE IS A GREAT DEAL TO SUPPORT SUCH A VIEW, BUT, IN OUR OPINION, IT STOPS SHORT OF SUCH SUFFICIENCY OF PROOF AS WOULD JUSTIFY THE COMMISSION IN DECLARING THE CHARGE OF DIRECTING THE EXTORTION PROVED. THAT THE MONEY WAS IN FACT EXTORTED BY BERRY IS FULLY PROVED, THAT THE PREMIER WAS WELL AWARE THAT MONIES WERE BEING COLLECTED FOR A PURPOSE UNQUESTIONABLY IMPROPER, IS ALSO AMPLY SHOWN. IT IS ALSO MANIFEST THAT HE DIRECTED THE DISPOSITION OF SUCH MONIES WHEN COLLECTED, ALSO THAT HE ACQUIRED IN THE COLLECTION OF SUCH MONIES AT A TIME AND FROM A SOURCE HIGHLY AND GRIEVOUSLY IMPROPER.

"That Berry held himself out to certain of the donors to the fund as authorized to speak on behalf of the government and as representing the premier, we think, beyond question. It is certain that some of the contributors, possibly all of them—regarded Berry as the duly authorized agent of the government in the task of raising the fund, and that such a mistaken conception for it was simply Berry's statement that influencing such belief and does not seem to have occurred to any of the parties so injuriously affected to make any inquiries with a view to testing the accuracy of Berry's representations in that regard.

BONUS HIGH ENOUGH. "The evidence shows that Berry had nothing whatever to do with fixing

or determining the amount of bonuses. This was fixed and determined by the Lieutenant-Governor-in-Council on recommendation of the Hon. Mr. Fleming as Minister of Lands and Mines, and embodied in the order-in-council as aforesaid. Mr. Fleming in his evidence states that the amount of the bonus was so determined after the most careful inquiry, and consultation with his colleagues, and he believes they are fair and reasonable both for the province and the lessees of crown lands. We could not help being impressed with the positive and uniform testimony upon oath of the lessees that the bonuses so fixed were high enough. With the exception of Allan Ritchie who swore that they were about fair, every lessee of crown lands who gave evidence swore that the bonuses so fixed were too high, and we are of opinion that it does not follow conclusively that because of the request of, and some under pressure from Berry, said lessees contributed \$15 per square mile of their holdings to this campaign fund that the bonuses so fixed were not sufficiently high in the interest both of the province and of the lumbermen. It may well be that it was to keep on the "right side" of Berry who as superintendent of scalars had power and authority to revise, reduce or increase the scale of logs cut by them from crown lands year by year, that they contributed to said fund as aforesaid.

THAT CLOSE RELATIONSHIP. "There are some circumstances and some evidence which appear to show that the Hon. Mr. Fleming had such close relationship with and intimate knowledge of the unscrupulous conduct of Berry in collecting these monies that the inference ought to be drawn that what was done by Berry was done by Mr. Fleming's direction, but when it is remembered that Berry was not interested in his deal in behalf of this unscrupulous and corrupt enterprise, but, as appears by the evidence, switched from the fund which he pretended was both a political and a party fund, to his own interests, with the expectation from the beginning of appropriating to his own use a large portion of the monies to be contributed to this fund, made the proposals with respect to the raising of these monies both to the Hon. Mr. Fleming, as he stated he did, and to the said lessees of crown lands as they stated he did.

"Having this in mind, while it clearly appears that the fund was raised with the knowledge and consent of Mr. Fleming the vital question in this enquiry is: Did Mr. Fleming through the agency of Berry extort these monies from the said lessees of crown lands? The evidence does not convince us he did, for against the evidence and circumstances above mentioned from which such an inference might be drawn we have the positive and uncontradicted testimony of Mr. Fleming that he did not know or have anything, knowledge or information that the contributions to said fund were to be otherwise than absolutely voluntary, which testimony we do not feel justified in totally casting aside and disbelieving.

NOT-GUILTY-AS CHARGED. "Not being satisfied by the evidence that the Hon. Mr. Fleming is guilty of directing the extortion of said monies by the said William H. Berry before the lands were classified, we therefore find him not guilty as charged.

"There has been no evidence whatever to show that any other members of the government had any knowledge of this fund or its collections in fact Mr. Fleming in his testimony clearly stated, saying that he was the only member of the government who had anything to do with the matter and that he had not consulted with his colleagues regarding it. The inference, therefore, is clear that it was to be controlled and disbursed entirely by Mr. Teed and himself.

HOW THE GRAFT WAS SPLIT. "As to the disposition made by Berry of the monies so extorted and the ultimate destination thereof, we beg to report that the total amount of seventy-one thousand six hundred and sixty-four dollars so raised, by the said Berry, retained in his possession (after deducting five hundred dollars, and the balance, being the sum of fifty-five thousand, one hundred and sixty-five dollars, has been paid over to E. R. Teed of Woodstock, who was asked by Hon. Mr. Fleming to receive and hold the same. According to Mr. Teed's evidence he has paid from the fund some of the bills of the local government party, also twelve dollars for safety boxes, two hundred dollars to Mr. Brankley for expenses, and one thousand dollars for his own expenses in connection with the collection and handling of the fund. With the exception above noted the entire amount which was paid over to Mr. Teed as aforesaid was in Mr. Teed's possession at the time he gave evidence before the commission, and he is now, or then, holding the same as a fund to be used in the interests of the local government party in this province.

"All of which is most respectfully submitted. Saint John, N. B., September, 1914.

PROVINCE HAD TO PAY MANY AMOUNTS NOT PROPERLY CHARGEABLE

No Diversion, "Malce Fides," But Province Had to Pay \$107,000 Which Should Have Been Met By Mr. Gould's Company

"No Excuse for Payments to Gleaner and to J. N. W. Winslow"—Profit on Construction Company's Contract as Contended by Mr. Carvell—The \$100,000 Still Missing Out of Personal Loan to Mr. Gould and Associates at Time of Last Election Must Not Be Repaid Out of Bond Proceeds and Interest Thereon Was Improperly Charged to Provincial Account—Government Let Company Get Away With \$30,000 Which Should Have Been Repaid for Original Survey.

The Premier of New Brunswick compelled Contractor Kennedy to pay him \$2,000 as one feature of the royal commission's report on the Valley Railway charges, which report is here printed in its entirety.

The report deals also with many improper payments and charges, with the diversion of money from its proper channel, and with many other irregularities. It finds the charges in the case of Hon. H. F. McLeod not proven.

The report follows here in full: Hon. Josiah Wood, D. O. L., LL. D., lieutenant-governor of the province of New Brunswick: Having been appointed and constituted a royal commission by letters patent under the Great Seal as authorized by the act of the legislative assembly of the said province 4 George V., Chapter 18, passed on the 18th day of April, 1914, to enquire into certain charges connected with the St. John & Quebec Railway and having by virtue of the authority conferred upon us by said act investigated the said charges, we beg leave to submit to your honor the following report:

The said charges are fully stated and set forth in the preamble of the said act as follows: "That the St. John & Quebec Railway Company has already received in actual cash out of the proceeds of bonds guaranteed by the government of this province the sum of \$2,728,578 and from the dominion government on account of subsidy the sum of \$418,000, amounting in the whole to the sum of \$3,146,578.

"That the said railway company has actually under construction 117 miles of railway between Gagetown and Centreville; that the said railway company has therefore received about \$38,000 a mile for railway actually under construction.

"That the grading on said 117 miles which is the only problematical item in the cost of construction of a railway is all completed and therefore the actual cost of completion of the 117 miles for operation can be easily obtained; "That it will require \$600,000 additional money to complete said railway between Gagetown and Centreville and the said railway company now owes its contractors the sum of \$300,000.

"That the books of the said railway company and of Messrs. Kennedy & McDonald, the Hibbard Construction Company and James H. Corbett & Sons, who are the contractors under the said railway company, will show the actual cost to date, and James Taylor, inspecting engineer for the Dominion gov-

ment, can tell exactly what amount will be required to complete ready for operation by the Intercolonial Railway.

"That a large amount of money so paid the St. John & Quebec Railway was diverted from its proper channel and has been used for purposes other than the construction of the railway.

"That contractors under the St. John & Quebec Railway Company were compelled to pay and did pay large sums to members of the government of this province in the year A. D. 1912 before they obtained their contracts as aforesaid.

ENQUIRED INTO ACTUAL COST.

Pursuant to the provisions of the first section of said act contained we were authorized to inquire into the actual cost of said railway so under construction to date, (meaning the 18th day of April, 1914) and the further amount necessary for the completion of the said railway so under construction between Gagetown and Centreville and the cost of said railway when entirely completed, and also to inquire and find whether any and what amount of said moneys so paid the St. John & Quebec Railway Company was diverted from its proper channel and has been used for purposes other than the construction of the said railway, and if so, the persons to whom paid, and what amounts were paid, and also to inquire and find whether contractors under the said St. John & Quebec Railway Company were compelled to pay and did pay large, or any or what sums of money, to Hon. J. K. Fleming, premier of this province, and Hon. Harry F. McLeod, formerly provincial secretary, in the year A. D. 1912, before they obtained their contracts.

On the 26th of March, 1910, an Act, 10 Edward VII., Chapter 6, was passed by the legislature of New Brunswick to aid the construction of a line of railway along the valley of the St. John River. The first provision of the said act authorized the lieutenant-governor-in-council to make a survey of the said proposed line of railway from Grand Falls or a point on the line of the National Transcontinental Railway in the county of Victoria, touching certain points in the counties of Carleton, York, Kings and Queens to the city of St. John, and providing for certain alternative termini or connection with the C. P. R. which latter became unimportant as the act was afterwards amended by Chapter 25 of 2 George V., section 5, defining the said railway to mean a railway from Grand Falls or a point on the N. T. R. in the county of Victoria at or near Grand Falls to the city of St. John and crossing the St. John river at or near the Miatake, so-called, in the county of Kings, then crossing the Kennebecasis river and to the city of St. John at or near Courtney Bay or to a point on the Intercolonial Railway near Bethesda, in the county of Kings, and that such survey be a report thereon and an estimate of the cost thereof be laid before the lieutenant-governor-in-council.

By the same section of the said act it is provided that any company with which a contract may be entered into under parts 2 and 3 of said act before any bonds are guaranteed.

A survey of said proposed railway was afterwards made by David F. Maxwell, C. E., and the report of said survey with the plans and estimate of the cost thereof, estimated at \$85,500 per mile, were laid before the lieutenant-governor-in-council. The lieutenant-governor-in-council, by the amending act of 2 George V., chapter 25, is authorized by section 4 of said act to guarantee the payment of the principal and interest of the first mortgage bond of any company or corporation already authorized or which may hereafter be authorized by law to construct the said line of railway, which bonds or debentures are not, however, to exceed \$25,000 per mile of the mileage of the said railway and also authorizes and empowers the lieutenant-governor-in-council, on behalf of the Province of New Brunswick, to enter into a contract with any such company or corporation for the construction of such line of railway in consideration of such guarantee; provided that the lieutenant-governor-in-council should first be satisfied of the bona fides of such company and its ability and resources to construct the said railway.

The said act further provides that said bonds shall bear interest at a rate not exceeding four per centum per annum, payable half-yearly, and the principal thereof shall be payable in not more than fifty years from the date of issue, and the said bonds shall be in such form as the lieutenant-governor-in-council may approve.

By the said amending act, 2 George V., chapter 25, the lieutenant-governor-in-council is authorized to direct the provincial secretary to endorse upon such portions of the first mortgage bonds of the company or corporation constructing the said proposed line of railway the guarantee on behalf of the province provided by said act 10 Edward VII., and the work progresses—upon the certificate of the government engineer, such certificate to state the whole value of the work done on each division, and the proportionate amount of bonds the company is entitled to have guaranteed in respect to each division, having regard to the cost of the work already done relative to the whole estimated cost of the road, and to the amount of the bond that may by the contract be provided to be guaranteed during the progress of the work in respect of each division.

"SAVE HARMLESS THE PROVINCE"

It is provided by said act, 10 Edward VII., that before any of the said bonds shall be guaranteed the company or corporation constructing, or agreeing to construct the said line of railway, shall give to His Majesty the King, acting in respect to the Province of New Brunswick, a mortgage upon the said line of railway, to secure and save harmless the Province of New Brunswick for and against the payment of the said principal and interest of the same bonds.

Said act, 10 Edward VII., provides that no agreement shall be entered into for the construction of said line of railway or for the guaranteeing of said bonds unless and until the Parliament of Canada shall enact legislation authorizing the granting of a subsidy in aid of the construction of the said railway to the amount, not less than \$4,000 a mile, and authorizing the entering by the said Parliament of Canada into an agreement with such company or corporation and with the Province of New Brunswick for the leasing of the said line of railway, when completed, and for the operation, equipment and maintenance, upkeep and repair by the said Parliament of Canada as part of the government railway system of Canada for a period of 99 years, and for the payment by the Parliament of Canada to the said Province of New Brunswick each year forty per centum of the gross earnings of the said railway as or in the nature of rental thereon, the amount of such rental to be applied in payment of the interest upon bonds guaranteed by the said province, any surplus after payment of said interest upon said bonds to be paid by the company.

It is provided by said amending act that before the government guarantees any bonds under the said act, where the government guarantees all the bonds, if they should deem it advisable to do so, the company shall deposit with the government or with a bank or trust company the sum of \$1,600 a mile of the said railway in respect of which the bonds are to be guaranteed, such deposit to remain as security for the payment of any interest remaining due and unpaid after the payment of the forty per cent. gross earnings so to be paid by the Government of Canada to the Province of New Brunswick.

SIGNING CONTRACT WITH GOULD COMPANY.

That all the said conditions having been fulfilled, a contract, as required by the said act, was entered into on the 12th day of December, 1911, between His Majesty the King, acting therein in respect of the government of the Province of New Brunswick and represented as acting by Hon. H. F. McLeod, provincial secretary of the Province of New Brunswick, of the first part, and the St. John & Quebec Railway Company, a company duly incorporated by virtue of chapter 23, 10 Edward VII., and authorized by said act to construct the said line of railway, of the second part.

That the said contract was made and entered into between the said parties in pursuance of, and in conformity with and as provided by, the said act of the legislative assembly, above referred to, and the said company thereby agreeing to acquire the right of way and to construct the said line of railway as in said contract specified, and the Government of New Brunswick, in consideration thereof, agreeing of the \$85,500 bonds per mile of the mileage of the said railway that the said company was authorized to issue by the said act 10 Edward VII., chapter 6, \$25,000 per mile thereof would be guaranteed by the government.

That subsequently and in the month of May, 1912, the said company submitted the construction of the whole of said line of railway from Gagetown to Centreville to their sub-contractors, namely, to James H. Corbett & Sons, from Gagetown to Fredericton; to the Hibbard Construction Company from Fredericton to Woodstock; and to Kennedy & McDonald from Woodstock to Centreville. The said line of railway from Gagetown to Centreville being in length about 120 miles, was divided into the three sections, as follows: From Gagetown to Fredericton, being section B, and under contract to James H. Corbett & Sons, 88 miles in length; section A, from Fredericton to Woodstock, being section C, and under contract to Hibbard Construction Company, 62 miles in length; section D, from Woodstock to Centreville being under contract to Kennedy & McDonald, 28 miles in length. The said sub-contractors shortly after entering into said contracts as aforesaid, entered upon the work of construction of the said line of railway in their respective sections.

That the said railway company in addition to said issue of \$85,000 a mile of the mileage of the said railway, was authorized by the said act, incorporating said railway company, to issue \$2,000,000 of capital stock of said railway divided into 20,000 shares of \$100 each.

That on or about the 10th day of May, 1912, the Quebec & St. John Contract

Passing of Liberal Leader in West

HON. WM. TEMPLEMAN, former Minister of Mines and of Inland Revenue who died on Saturday at Victoria.

INDIA'S MAHUA TREE YIELDS FOOD AND DRINK

Tipple is Like Irish Whiskey, and It Also Gives Lubricating Oil.

Vice-Consul General John S. Hunt writes from Calcutta, India, as follows: "The mahua, malwa, mocha, moora or moora tree in India is a large deciduous tree throughout the forests of Dekkan, Caratic, west coast and central India, and Guzerat, stretching north as far as Oudh and Kannaun, and eastward across to Orissa. Though found in a purely wild state in many parts of India the value of the flowers and fruit has caused it to be brought under more or less cultivation. The economic value of the tree lies in its edible flowers and oil yielding fruit. The mahua, which has caused the flows from incisions or abrasions on the stems shows an average of 45.9 per cent. galls, 38.2 per cent. resin and 12.2 per cent. ash. The bark also is used as a dye, while all the properties of the tree are used to some extent medicinally.

"The mahua puts forth its leaves from February to April. Cream colored flowers appear in great clusters of 30 to 50 near the ends of the branches from March to April. About the end of March the flowers begin to arrive at maturity, and every morning about sunrise the succulent corolla tubes fall in great shapes on the ground, which has been cleared of grass and underbrush and prepared for the harvest. This continues to the end of April, but usually the flowers are not complete in seven to ten days. The flowers are then spread out and left to dry in the sun; in a few days they shrivel in size and become a reddish brown, and their peculiar sweet odor becomes more apparent.

"These flowers are eaten extensively while fresh, but generally when they are dried thoroughly and cooked with rice and other grains. Sometimes they are completely dried, and reduced to a powder, and in this condition are color in round cakes and mixed with a variety of foodstuffs. Mahua is extremely sweet, and the ability to eat large quantities of it must be acquired. Few Europeans are able to eat more than one flower on a single occasion without having disagreeable after effects. Sugar and honey of a good quality are also made of mahua. It is estimated that in the central provinces alone 1,400,000 of the native people use mahua as a regular article of food.

"The art of distilling these flowers is a very ancient one. For the manufacture of the spirit of mahua, the flowers are pressed in water for about four days; they are then fermented, and the liquid distilled. If the distillation has been carefully carried out the spirit thus produced is not unlike a good Irish whiskey. At first it has a strong, smoky and rather foetid flavor, but age remedies this and converts it into a quite palatable and strong drink. The method of distillation is similar to that pursued in all other countries, save that in India it is less scientific and correspondingly more wasteful.

"The seeds of the mahua, which succeed the flower from which the spirit is made, are extensively used for the manufacture of a native butter, which is used in the adulteration of ghee, for lubricating and illuminating purposes and for tanning by the natives. The method of expression is crude. The kernels are taken from the smooth, chestnut colored pericarp by being bruised, rubbed and subjected to a moderate pressure. They are then ground and the oil obtained by cold expression. In the central provinces the kernels are pounded, boiled, wrapped in several folds of cloth and the oil thereafter expressed."

Toll Gates in America.

In America the last of the turnpikes are disappearing. A toll gate abolished near the town of Peru, in Vermont, had not been the last in New England. Local protests have been unavailing, but when this piece of road became an important link in a popular motor route through the Green Mountains, the matter was taken up by the State and this thoroughfare was freed from tolls—Weekly Scotsman.

The Horse of Today.

Now, when his days are threatened, the horse, says a writer in the Field, has reached an extraordinary pitch of perfection. The horse is on the whole a much better animal than his predecessor of a couple of generations ago, for he has a longer ancestry, and in consequence shows more breeding, and this means that he gallops faster.

Too Many Highballs.

Speaking of tennis, when a man goes on a racket he is apt to get the court. Then there's the deuce to pay, the net result sometimes being that he has to serve a term for his fault.—Boston Transcript.

"TOLL" CASE

THAT \$2,903

Brankley Says Premier Fleming Instructed Berry—But Where Did the Province Come in?

S. Carter, who a few days ago made news charge respecting the diversion of \$3,908.82 stamptage payment by the Lumber Company, as part of settlement of a disputed account, acted by W. H. Berry, superintendent of scalars, with them, tells The Telegraph that J. W. Brankley, manager of Miramichi Lumber Co., of Chatham, in the city on Thursday for the purpose of meeting W. H. Berry by appointment in order to discuss the matter.

Mr. Brankley made the somewhat surprising statement to Mr. Carter that he was acting under instructions of Premier Fleming, then minister of lands and mines, and that the amount of \$2,903 was paid over to him or the Lumber Co., he was not sure, upon Fleming's instructions, but reason he gave for this diversion of a large sum of money which should have been paid over to the crown land department and credited to the revenues of the province, was that two years before Mr. Rundle was manager of Miramichi Company, the crown land department made them \$8,000 in payment for cutting under size, as was urged by Berry, who was superintendent of scalars. Fleming, he said, when the balance of the money was paid to the amount good and this is the amount he would pay of the rebate. He would not say from what source the balance of the money was paid, but that the amount had been paid.

Mr. Brankley seemed anxious to impress the fact that Berry did not profit from the transaction; but it may be said his connection that his story does not tally with Mr. Berry's version. Mr. Brankley did not attempt to explain why after getting a check for \$832.29 from the Dalhousie Lumber Co., Berry not only did not report the collection to the crown land department but sent out from that office their statement to the Dalhousie people meaning their account so that it would appear in the books of Dalhousie office that they had only paid \$10,415 and \$19,115, stamptage on 5,460 cords, whereas on Aug. 20 they had paid an additional \$2,908.82 which did go into the provincial revenue. Mr. Brankley says Mr. Berry called the transaction "irregular," but he registered in his statement that Premier Fleming knew all about it.

NOISELESS CARS FOR NIGHT TRAVELERS.

Broad Superintendent Promises Sleepers in Which One Can Sleep.

A novel innovation and one likely to be popular that it will doubtless be adopted by other lines, is the one of J. E. Tausig, now general superintendent of the Texas & Pacific Railway, which he has introduced in his statement that Premier Fleming knew all about it.

How will I accomplish the noiseless car?

Why, easily enough, the general superintendent of the Texas & Pacific Railway, which he has introduced in his statement that Premier Fleming knew all about it.

That's to be eliminated—the hissing and spluttering of engines near sleepers

and another phase of nocturnal disturbance which is to be relegated to the heap of useless things is the shouting back and forth in the yards that crowd seem to be the part of their business. No more shouting goes; the dulled voice will do just as well and the same time prove more conducive to the rest of the passenger.

Mr. Tausig has on his list for consideration the noiseless car

and another phase of nocturnal disturbance which is to be relegated to the heap of useless things is the shouting back and forth in the yards that crowd seem to be the part of their business. No more shouting goes; the dulled voice will do just as well and the same time prove more conducive to the rest of the passenger.

FLEETING PERSONALLY GUILTY OF EXTORTION ON RAILWAY CHARGES

PROVINCE HAD TO PAY MANY AMOUNTS NOT PROPERLY CHARGEABLE

(Continued from page 2.)
struction Company, Limited, was duly incorporated under the companies act of the Dominion of Canada, with all the rights and powers given by said act, with authority among other things to carry on the business of a construction, contracting and development company with authorized capital stock of the said company of \$1,000,000, divided into 10,000 shares of \$100 each, subject to the increase of capital stock by said act.

That on the 30th day of May, 1912, an agreement was entered into by and between the said St. John & Quebec Railway Company of the one part and the said Quebec & St. John Construction Company, Ltd., of the other part, whereby the said Quebec & St. John Construction Company contracted and agreed to construct the said line of railway and other works, and for the performance by the said construction company of all things in the said contract between 'his majesty the king, acting therein in respect to the province of New Brunswick, and the said St. John & Quebec Railway Company, contained in the part of the said railway company to be performed in respect of the construction of the said line of railway and other work, and in which said agreement it was stipulated that the said railway company should pay to the construction company, in consideration for the performance by it of said contract and agreement, all the capital stock of the said railway company then remaining unissued, excepting 200 shares, each of said shares to be made, issued and handed over to the said construction company as paid-up stock and non-assessable, all the first and second mortgage bonds of the said railway company, and all the money which was to be received by the said railway company and all the money which was to be received by the said railway company from the government of Canada for subsidies by the said railway.

Wherefore it appears that said construction company assumed the position and was substituted in place of the said railway company so far as the construction of said line of railway and all the works connected therewith was concerned. The railway company remained nominally the contractor for the construction of said line of railway, the said construction company becoming the real and actual contractor therefor and it was through their officials and books of accounts that evidence was furnished to us of the receipt upon progress estimates and otherwise of all moneys from the proceeds of said bonds for the construction of said railway, as well as the payment and disbursement of all moneys to the several sub-contractors and other contractors in the construction of said line of railway. The incorporation and organization of the said construction company and the assigning and transferring to the said construction company of the said contract for the building of the said line of railway, the guaranteed bonds, the dominion subsidy and the capital stock of the said railway company was, according to the testimony of Mr. Gould, done under the advice of counsel for the purpose of making the said capital stock of the company paid-up and non-assessable, a proceeding necessary for the purpose of satisfying the said act, authorizing the issue of said stock in respect to said capital stock being paid-up and non-assessable.

That A. R. Gould, of Presque Isle, in the State of Maine, was president of the St. John & Quebec Railway Company.
That some time in the month of June, 1912, by a memorandum of assignment and transfer between said A. R. Gould of the one part and said construction company of the other part, the said Gould transferred to the said construction company certain claims against the St. John & Quebec Railway Company, amounting to \$1,000,000 for \$999,000 payable to Gould in fully paid-up and non-assessable shares of the said construction company or 9,990 shares of capital stock of said construction company.

TRANSFER OF GOULD CLAIMS.

Inasmuch as some of the provisions of said memorandum of assignment and transfer may affect the claims of said Gould to be paid a salary of \$6,000 a year by the construction company, we deem it appropriate and convenient that a draft of said memorandum of assignment which appears in the minute book of the said construction company, which is in words and figures following, be set forth in full.

Memorandum of assignment and transfer

"By Arthur R. Gould, of Presque Isle, in the state of Maine, hereinafter referred to as the transferor.
To Quebec & Saint John Construction Company, Limited, a body politic and corporate, having its principal office and place of business in the city of Montreal, in the province of Quebec, hereinafter referred to as the transferee."

"Whereas the said transferor has for some time past engaged in furthering the interests of the St. John & Quebec Railway Company by arranging for the organization of such company and the securities of a guarantee by the province of New Brunswick of bonds to be issued by said railway company to pay for the construction thereof, the obtaining from the government of the Dominion of Canada an agreement to guarantee the bonds to be issued by the railway company, to pay for the construction of bridges required by said railway, as also of an agreement of lease by said latter government of the said railway so soon as constructed, the sale of the first mentioned bonds, the arranging for certain rights of way of said railway, the obtaining, by making himself personally responsible with others therefor, of the large sums of money required in order to allow the company to begin the immediate construction of said railway, the making of the plans for said railway, and has expended at the request of the said railway company, considerable sums of money in connection with the said matters, as in connection with the survey of the line of said railway, the location thereof, the obtaining of the said rights of way, the initial work generally in connection with said railway, the value of which services, including the said disbursements, has been recognized and admitted by the said railway company."

"Whereas, the said transferor has contracted with the said railway company to construct the said railway, and that the said railway company has agreed to transfer to the said transferee, in consideration of such construction, all its debenture stock guaranteed by said government, as aforesaid, or the proceeds thereof, together with other securities which have been accepted as sufficient by the said transferee:

"Whereas, the said claims of the said transferor, against the said railway company, include considerable work and services and disbursements, which are included in the undertaking of the said transferee, in connection with said railway, and that the work which will have to be done by the said transferee by reason thereof has been reduced and diminished pro tanto;

"Whereas, the transferor has offered to transfer his said claim against the said railway company to the said transferee, in consideration of the sum of nine hundred and ninety-nine thousand dollars (\$999,000), payable to said transferor in fully paid-up and non-assessable shares of the said transferee;

"Now these presents witness:
That the said transferor has transferred, assigned and made over, and by these presents doth transfer, assign, and make over unto the said transferee, hereto present and accepting for itself and its assigns, all his, the said transferor's, rights, claims and privileges against the said railway company for all work and labor done by said transferor for the benefit and advantage of said railway company and for all services rendered by the said transferor to the said railway company, and for all expenses and disbursements, incurred and made and advanced by said transferor for the benefit and advantage of the said railway company, which are fixed at the sum of one million dollars (\$1,000,000), hereby vesting the said transferee with the said claim against the said railway company, for said amount, as with all the rights and privileges of the said transferor in connection therewith, hereby authorizing and empowering the said transferee to deal with the said railway company, in connection with said railway, the settlement of said claim, or the compromising of same, upon such terms and conditions as the said transferee may consider advisable; the settlement, receipt, acquittance and discharge of the said transferee to be as effective and binding and valid in every way whatsoever in favor of the said railway company as the settlement, receipt, acquittance and discharge of the said transferor, the said transferee hereby appointing the said transferee his irrevocable attorney, in so far as necessary, with full powers in connection with the said claim, hereby agreeing to give such assistance to the said transferee at all times as the said transferee may require in connection with the establishing and settling of the said claim;

"The present transfer and assignment is thus made for and in consideration of a sum of nine hundred and ninety-nine thousand dollars (\$999,000), which the said transferor hereby acknowledges to have received from the said transferee by the delivery to him of nine thousand nine hundred and ninety (9,990) fully paid and non-assessable shares of the capital stock of the said transferee.
Whereof Quit.

"Signed before witnesses, at Montreal, aforesaid, this 25th day of June, 1912.
That as on the 14th day of May, 1912, the Saint John & Quebec Railway

Company by indenture bearing date the day and year aforesaid executed to the Prudential Trust Company, Limited of Montreal, therein called the trustee, in which indenture his majesty the king, acting on behalf of the province of New Brunswick, is a party, is a trust mortgage, to secure the said bonds or debenture stock authorized to be issued by the said railway company and guaranteed by the said province of New Brunswick as aforesaid. The said bonds or debenture stock was guaranteed by the government of the said province (en bloc and sold en bloc and realized the sum of \$4,009,282.54 which was received by the said Prudential Trust Company as trustee as aforesaid.

It was agreed by and between the said railway company and the said Prudential Trust Company Limited, trustee, as aforesaid, that the trust company would pay or allow interest to the said railway company on the moneys in their hands at the rate of four per cent. per annum.

That in or about the month of April, 1912, A. R. Gould and others borrowed from the said Prudential Trust Company the sum of \$850,000. According to the evidence submitted by Ralph D. Hohen, the bookkeeper and accountant of the said construction company, and substantiated by company, the sum of \$275,000 was expended by the said railway company in the construction of the said line of railway before anything was received from the said moneys in the hands of the said trustee, being the proceeds of the sale of said bonds or debenture stock as aforesaid upon progress estimates.

It is fully manifest that Gould and his associates, who constituted the Saint John & Quebec Railway Company, believed that with the guaranteed bonds of the said railway company and the said loan of \$850,000 by the said Prudential Trust Company, Limited, to the said A. R. Gould, and his associates, become important, and will be referred to at greater length in this report, inasmuch as counsel in the support of the said charges contend that, some, if not all, the payments of the principal and interest upon said loan were made out of the proceeds of said guaranteed bonds, and thereby constituted a diversion of said money, and on the other hand counsel for the said railway company insisted that the said initial expenditure above referred to before any moneys were received from the said bonds more than set off any payments made from the proceeds of said bonds on said loan.

It is fully manifest that Gould and his associates, who constituted the Saint John & Quebec Railway Company, believed that with the guaranteed bonds of \$25,000 per mile by the province and the amount of money they would be able to raise from the second mortgage bonds and the moneys received from the dominion subsidy they would be in a position to construct the said line of railway, according to their said contract, and it appears by the evidence that but for the disturbance and depression of the money markets, they would probably have been able to market the second mortgage bonds and would have performed and carried out their said contract to construct the said line of railway, and they evidently convinced the government of their bona fides and of their resources and ability to finance the undertaking and to construct the road.

Although it is shown by the evidence that Mr. Gould and his associates by the purchase of stock of the railway company, put into the enterprise the sum of \$25,000, it is apprehended that no one concerned with the inauguration and promotion of this enterprise, expected or believed that they proposed to finance the undertaking with their own money or capital, but that as before stated the bonds guaranteed and second mortgage bonds would produce the necessary moneys to carry on the undertaking to completion, nor can this attitude of the parties interested be said to be an unusual or uncommon or unreasonable one, for in the history of railroad building in this province, or for that matter, in any part of Canada it seldom, if ever, happened that the parties undertaking the promotion and building of a line of railway have put much or any of their own moneys into the enterprise.

This failure, on account of the acute stringency of the money market, or the purchase of stock of the railway company, as was proved, reputable bankers of New York and who had undertaken the marketing of the second mortgage bonds, to replace their undertaking made it necessary for the government in order to save the situation to come to the rescue of the railway company and on the 18th day of April, 1914, an act of legislative assembly, 4 George V., was passed granting further aid to the Saint John Valley Railway, by which a further guarantee of the bonds of the said company was authorized upon the terms and conditions in said act expressed.

That said bonds for \$25,000 a mile so guaranteed as aforesaid it must be borne in mind, were bonds of the railway company, the proceeds thereof were in a sense the moneys of the railway company, but the trust company under the terms of the trust mortgage, were only authorized to pay out to the said railway company any moneys, the proceeds of said bonds, upon approval of the lieutenant-governor-in-council, based upon the progress estimates, of the construction of the said line of railway progressed. In that way the government safeguarded the funds and were placed in a position to see to it that all the moneys, proceeds of the said bonds should be expended in building the said line of railway.

INVESTIGATING DIVERSION OF FUNDS.

That brings us to the branch of the enquiry as to whether or not any of this money paid to the said railway company was diverted from its proper channels. In order to reach an intelligent conclusion in the premises it is essential to ascertain, if possible, to what use the money claimed to have been diverted was put, also what was meant by the term "diverted" in the said charges made by Mr. Dugal, as also what was meant by the term in the said act authorizing this enquiry.

What reference to this question the charge is formulated thus:
"That a large amount of said moneys to be paid the Saint John & Quebec Railway Company was diverted from its proper channel and has been used for purposes other than the construction of the railway," and as herein before set out it is charged that the company received a total sum of \$3,321,778 being the proceeds of the bonds guaranteed by the province to the amount of \$2,728,478 together with the sum of \$593,300 dominion subsidy."

"In the argument which was presented to the commission by counsel on behalf of Mr. Dugal a distinction was drawn between the general moneys of the railway company and the moneys furnished the company from the proceeds of the guaranteed bonds. Counsel took the position that many items of expenditure, not improperly chargeable to the construction of the railway, should not be a charge upon the proceeds of the bonds for reason which will be more specifically alluded to when necessary, and it was contended, that the use of the moneys in the way indicated by said expenditure would properly fall to construction account, and it was urged also that another class of items which will be mentioned in detail were not in any way primarily or ultimately chargeable against the road at all.

When we examine the different items of contested and objected expenditure, which constitute the alleged diversion falls into the category first above alluded to, namely, expenditure properly chargeable to the construction of the road, but, according to counsel for Mr. Dugal, not properly chargeable to the fund in question. On the other hand, counsel for the attorney-general and for the Hon. Mr. Fleming maintained that there was no diversion, if the moneys honestly went into the cost of the road, and, consequently, the charge of diversion failed in so far as it rests upon the first classification of expenses above alluded to, viz., items properly chargeable to construction, but not chargeable to the fund in question.

If the payments in question were bona fide construction payments it was urged that the said fund was properly chargeable therewith in every instance; but it was virtually admitted by the last named counsel that there were some items, few in number and insignificant in amount, which had found their way into the account and were not properly chargeable to construction at all.

The finding upon this branch of the inquiry involves a review of the items objected to, and they are, as follows: First, the sum of \$39,371.64, being the cost of a survey of the proposed road made by David F. Maxwell, C. E., for the government. In the act, chapter 6 of 1910, being an act in aid of the construction of this projected line of railway, authority was given to the lieutenant-governor-in-council to cause a survey of the proposed line to be made under the direction of a competent engineer to be by him appointed, and in the section of the act which authorizes such survey it is provided that:

"The province is to be reimbursed for whatever expense it may incur for any such survey, report and estimate by any company with which a contract may be entered into, and when the contract itself was entered into between the government and the railway company the above statutory provision was embodied in section 12 of the contract, which reads: "12. Before any such bonds shall be guaranteed the company shall repay or reimburse the Government of New Brunswick the costs and expenses of such survey, plans, report and estimate so made under the direction of the said David F. Maxwell, and of respecting the said line of railway."

It is admitted that the cost of this survey was paid by the railway company from the proceeds of the bond issue. It is so charged in the books of the construction company, and no attempt has been made to make it appear otherwise; for, as contended by counsel for the government, the charge is a proper one to go into the construction of the road, and no question of diversion can arise with respect to it; but, if it is put forward by Mr. Dugal's counsel, it should have been paid before the bonds were even guaranteed and its payment from the proceeds thereof was pro tanto a diversion. In other words, the railway company was supposed, and by statute and contract bound, to have put in this amount into the venture before it was in a position to ask for a bond guarantee, but instead of carrying out such arrangement it is contended that this provision was evaded and the engineer's account, being paid as above, there was therefore such diversion as is claimed.

To say whether or not this payment was diversion depends wholly upon

the meaning to be attached to that word in the series of charges now before us. If, as contended by Mr. Fowler and Mr. Teed, no moneys going into the road could be said to be diverted, there was no diversion here because the amount in question is undoubtedly chargeable to construction. If, on the other hand, as contended by Mr. Carvell and Mr. Stevens, the proceeds of the bonds are not properly chargeable to this item, there was in that sense a diversion, for this amount was certainly charged against that fund.

Having regard to the wording of the statute and of the contract by both of which it is provided that the said expense was to be repaid or reimbursed to the province as a precedent to the guaranteeing the bonds, it seems to us that the manifest and proper construction to be put upon them, in this particular, is that the company should have provided the moneys for the engineer's account before getting the guaranteed bonds, but the course which they followed was known to the government and acquiesced in, if not directed, by that body; consequently, little blame, if any, is to be imputed to the company with reference to this particular proceeding, but for the reasons indicated above, WE THINK THERE WAS A DIVERSION IN THE SENSE CONTESTED FOR BY MR. DUGAL'S COUNSEL, BUT AS HEREINAFTER EXPLAINED WE DO NOT THINK THAT PAYMENT OF THIS SUM AMOUNTED TO A DIVERSION WITHIN THE MEANING OF THE CHARGE AS LAID.

The next item was that of interest which figures, as always, somewhat largely in the works of the nature under consideration. We are inclined to accept the result of the examination of the construction company's books by Mr. Blanche C. A. in this respect, and we think in the first place that from the interest account as shown therein there should be deducted the sum of \$1542, which he considers an overcharge in that particular with reference to the amount charged by the construction company for bond interest. In the books of the said company, this item appears as \$14,400, while he figures it at the sum of \$12,858. We do not consider it necessary to recapitulate the reasons nor to reproduce the accounts by and from which he reaches the conclusion above indicated. WE AGREE WITH HIS COMPUTATION IN THIS REGARD AS WELL AS HIS STATEMENT THAT JOSEPH SYVA 0015 JO WINS HELLERLY CHARGED AS INTEREST ON A PAYMENT MADE ON ACCOUNT OF A NOTE GIVEN BY MR. J. D. SERLEY IN SETTLEMENT OF HIS CLAIM FOR CONSIDERATION FOR WORK DONE FOR THE RAILWAY COMPANY, WHICH HAS BEEN CHARGED AND SUBSEQUENTLY WITHDRAWN.

Another item in the interest account claimed by Mr. Carvell to be a diversion is the sum of \$12,000, being two years' interest on \$100,000 from July 31, 1912, to July 31, 1914, at six per cent. It seems that an agreement was entered into between the trust company and A. R. Gould and others by which the latter borrowed from the trust company the sum of \$350,000. With a portion of this amount the construction of the road was financed and paid for until the amounts under the progress estimates became available. IT IS APPARENT THAT A PORTION OF THIS AMOUNT—PRACTICALLY \$100,000—DID NOT GO INTO THE ROAD, and from the standpoint of this inquiry as authorized by the statute, it is of no importance to us unless and until it shall appear that moneys arising from the proceeds of the bonds are being utilized to repay this part of the loan not expended upon the road.

IT IS APPARENT AND NOW AGREED ON ALL SIDES THAT IT WAS WRONG TO CHARGE THE FUND IN QUESTION WITH INTEREST UPON ANY PART OF THE LOAN NOT USED FOR THE PURPOSE OF THE ROAD, AND MR. BLANCHE'S AUDIT ELIMINATES FROM THE ACCOUNT TWO YEARS' INTEREST ON \$100,000 AT SIX PER CENT.

Before the progress estimates could be realized upon a large part of the sum so borrowed, viz., \$257,000, had been put into the construction of the road, which was equivalent to a repayment of the said loan to that extent. On June 25 last, when Mr. E. H. Brown, president of the trust company, testified before us, it appeared that the loan then stood at \$143,000, it having been reduced to that amount by payments made from the amounts directed by order-in-council to be paid the railway or the construction company.

At the present time the loan stands at a little less than \$100,000, and it is the opinion of the commission that any further payments upon this loan from the proceeds of the guaranteed bonds will be an improper use of such funds and a diversion. The figures are not available with sufficient exactness to put us in a position to say whether there has already been a diversion here to the amount by which the loan as present falls below \$100,000, but we are clearly of opinion that no further payments in reduction of said loan should be made from the said fund.

QUESTION OF CONTRACTOR'S PROFITS.

The next item that is objected to and challenged as diversion is an amount calculated by Mr. Carvell at the sum of \$14,000, which is added to the estimate as contractor's profits, and which is claimed by virtue of a rearrangement of business connection between the railway company and the construction company consequent upon the legislation of 1914 by which the government secured from the railway company 21 per cent. of its capital stock consequent upon the indorsement of the provincial guarantee upon the company's additional bond issue. Prior thereto the construction company held the railway company's stock almost in its entirety, and by reason of such holding it would become the virtual owner of the road with whatever benefit would attach thereto.

The re-arrangement effected by the legislation of 1914 involved, or was followed by an agreement between the two companies to the effect, as far as concerns this matter, that the construction company would charge the railway company a profit of ten per cent. upon its outlay and it is this percentage, amounting from the 1st of January to the 31st of April to the sum of \$28,124.06, which is called in question here. This percentage was contained in the progress estimates submitted to the government, during the period indicated, but it did not appear as a separate item or in separate items, but upon each item of expenditure the percentage had been added, though not so indicated in the account.

Until attention had been specially drawn to this percentage addition nothing in the appearance of the account would indicate its presence or arouse enquiry, and there is no evidence that attention is drawn to it. The result, therefore, was that in the months named and indeed until the end of July last a ten per cent. of the guaranteed bonds have been utilized to pay this ten per cent. of contractor's profit over and above the cost of the work done on the road.

AS AN ITEM IN THE GENERAL COST OF THE WORK NO DOUBT REASONABLE PROFITS ARE TO BE COUNTED IN BUT THE RELATIONSHIP BETWEEN THE GOVERNMENT AND THIS COMPANY AS THAT THE BONDS HAVE BEEN GUARANTEED AND THE PROCEEDS AVAILABLE ACCORDING AS THE WORK IS DONE UPON EACH DIVISION AND WE DO NOT THINK IT IS PROPER TO CHARGE AS WORK DONE THE AGREED PROFIT BETWEEN THE RAILWAY COMPANY AND ITS CONTRACTING COMPANY.

The next item of expenditure which is criticized was an amount of \$98,295 loaned by the trust company to the railway company to implement the amount which the bonds would have realized if they had brought 98 per cent. and the sum which they actually did realize when sold. By the legislation embodied in Chapter 25 of the Acts of 1912 it was provided inter alia: "That if the whole or any portion of said bonds be guaranteed and the proceeds thereof deposited with a bank or trust company such deposit must in no case be less than ninety-eight per cent. of the par value of said bonds." (Section 8.)

As a matter of fact when the bonds were sold they brought only 98.84, at which figure their proceeds fall below 98 by the amount last above named. To fulfil the provisions of the act the railway company borrowed the difference from the trust company, then immediately deposited it with the last named bank. The sum of \$98,295 was loaned by the trust company to the railway company to implement the amount which the bonds would have realized if they had brought 98 per cent. and the sum which they actually did realize when sold. By the legislation embodied in Chapter 25 of the Acts of 1912 it was provided inter alia: "That if the whole or any portion of said bonds be guaranteed and the proceeds thereof deposited with a bank or trust company such deposit must in no case be less than ninety-eight per cent. of the par value of said bonds." (Section 8.)

Considerable discussion took place over the fees paid to different solicitors who, from one standpoint or another, had different dealings with the railway company and with the construction company.

Speaking generally on this branch of the inquiry, we do not think that fees paid by either company to secure its incorporation should be chargeable to the proceeds of these bonds, although it is manifest that as far as the construction of the road is concerned, they or some of them, might be a proper charge in the final analysis of the total cost of the road.

THE RELATIONSHIP BETWEEN THE PROVINCIAL GOVERNMENT AND THE RAILWAY COMPANY WAS THIS: THE COMPANY WAS TO BUILD THE ROAD—INVOLVING ALL PREPARATION ON ITS PART TO FIT ITSELF TO DO SUCH WORK—AND THE GOVERNMENT WAS TO ASSIST THE COMPANY BY ORDERING PAYMENTS TO IT FROM TIME TO TIME, FROM THE PROCEEDS OF THE GUARANTEED BONDS, WHICH PAYMENTS SO ORDERED DEFENDED FOR THEIR AMOUNT UPON THE CERTIFICATE OF THE GOVERNMENT

(Continued on page 5)

SNEAK THIEF SOON CAUGHT IN CAMPBELLTON

Picked Pocket of Theatre Manager and Caught Later With the Goods.

Campbellton, Nov. 19.—A robbery of an exciting character took place at Dalhousie early this morning, Nov. 19, when a couple of sneak thieves attempted to relieve S. W. Dimock, the new proprietor of the Queen Hotel, of his bag of cash, rubbers and other impediments. While Mr. Dimock was waiting in the Queen hotel for the express for Campbellton, he observed two men enter the hotel. Soon after Mr. Dimock sought for his rubbers, to go to the depot, but they were missing. Further investigation revealed the fact that his investigation was being watched by the thieves, who had left hanging in the hall. It took only a few minutes to interest the chief of police and put him on the track of the men who had been seen visiting the hotel. In less than an hour they were rounded up in the Allen House, one of the couples wearing the new rubbers. The suspects' consternation when asked about the rubbers was as undignified as their flight hurriedly, he dropped the bag and immediately taking charge of it. The thief gave his name as Ryan from Fredericton. No charge was laid against the second suspect, and he was allowed to go. Ryan will be brought up for trial in Dalhousie.

MR. MARTIN OBSERVES THE ONE-PIECE BATHING SUITS AT OSTEND.

Ostend is entirely different. Our errand there, as by my instructions, was to inspect the bathers. Costa Pellica pretty much slipped the errand, but I and I were faithful to it. We walked down on the beach, and the first bather we noticed was sitting in the sun, on the back steps of a bathing machine, taking the air. She was a lady bather, and it seemed to me that at least sixty per cent. of her, handsome, bare, white legs. Jane thought seventy per cent. We went on, very much encouraged, to where the bathing was still active. It was just as you have so often read or seen in pictures. One very much abbreviated garment such as men bathers wear here, is what most of the women were wearing. It was a simple, light and cheerful. Jane and I both liked it very much, and hung about till lunch time, getting leisurely in civilization. It was very improving. You can't tell what you admire until you have seen it. Here at home we have been working along up from parakeets, but have come after some generations, to a convention that let men into water fairly free from excess of hair, shaved the head, and the bathing-shirt of women. But it still prescribes the skirt and stockings for women. But at Ostend, and I guess all up and down the coast, the bathing gowns and stockings are emancipated both from skirts and stockings. And they look very nice quite new because of the propriety of all convention. A girl in lights in the water at Ostend was more conspicuous than any I have seen elsewhere. Her hair, her bare-legged sisters, and the women in skirts and stockings (there were a few) seemed conspicuously prudish and less suitably clad than the rest. The really means suitable, and the simple-piece suits the girls were certainly suitable and therefore presumably proper.—From Abroad With Jane, by E. S. Martin, in the September Scribner.

NAPOLION'S RETURN FROM ELBA AS SEEN BY ALBERT GALLATIN AND HIS SON.

March 4, 1815.—A day of great excitement, news had reached Paris that Napoleon had made his escape from the little island of Elba, and was in the little village of Cannes; that he had been received with acclamation.

The king and royal family went to the Opera and had a great reception. March 5.—Great consternation, courier after courier arriving, all news suppressed.

March 6, 1815.—No news further than we had yesterday. They say the king is very calm. I saw him driving in state today.

Sat for my portrait—that is, like a model, I had to pose nude.

March 10.—The emperor is marching on Paris. He does not know what to believe. Some say he has already 100,000.

March 11.—All sorts of wild reports. One does not know what to believe.

March 14.—The emperor was at Grenoble on the 7th with over 100,000 men.

March 16.—The emperor marching steadily on to Paris. Acclaimed everywhere. Father says the royal family will leave Paris in a few days. He has private information, but has not told me any details. I walk about all day—hands of young men shouting "Vive L'Empereur." It is very exciting.

March 19.—The king and royal family leave Paris tonight. The emperor with a huge army is expected at Fontainebleau tomorrow. The people in the street look depressed and uncertain what to do. Father has told me to remain indoors.

March 20, 1815.—Paris, 11.30.—The emperor arrived this evening, most of the imperial family were at the Tuilleries to greet him—all day the greatest confusion. Officers and their staff, couriers, messengers, etc., galloping wildly about the streets. Great carts of baggage and furniture. It is very amusing, most of the shops closed, the café proprietors standing on tables making speeches, roars of "Vive L'Empereur," "Vive le roi!"

"Paris tonight, I know it is a genuine or not, the French are so excitable.—From A Dairy of James Gallatin in Europe, in the September Scribner.

"An' we went to a big department shop" said Uncle Ned, on his return home, "an' we got into one o' them 'things' wot whizzes ye clean up the top—wot in tarnation is their name, but 'em 'suffers, Jeebies!" Mrs. Slick replied.

CHARGE

PROVINCE MANY

ENGINEER THAT A WORK HAD BEEN DONE PRELIMINARY SOLICIT

"We think it is quite legal expenses necessarily costs, preparation of deeds counsel fees paid in proceeds on unavoidable litigation outlay on the above lines moneys so received upon the include that class of expenditure railway company had prepared itself to do. It is money into the enterprise.

No doubt it had grown meat gave evidence to its peculation was not realized. INEFFECTUAL ATTEMPT DENCE BY THE ACCO CHARGE UPON THE EXPENSES OF SOLICIT COMPANY PRIOR TO INTO.

We think the proceed in payment only of the desirable to recapitulate travelling expenses and the ad or disallowed is too o think that the premium judged by the same princ VS SAVIA ENO LOO

As to the salary of A. R. Gould, president entered into between month of June, whereby construction company, our his salary for the first y proper charge, nor do we only two years' salary sh holders of 5 per cent of 1914 is carried into effect, estimating the expense of opinion that the engineer salary, as well as the sal officials of the company, a L. E. Gould, president of for office sent by the pre CLEANER AND WINS

AS TO THE AMO AND TO MR. J. N. W. IVELY, AND CHARG JUSTIFICATION NOR ACCOUNT WAS OFFER OF THE ENQUIRY TH

Now these items, the Mr. Carvell along the line commission he calculated ever, to say the commission unpaid on the \$350,000 of money, which he claimed by the Prudential Trust ted bonds were not paid payment it did not seem to appear that the proced it was fully shown that represented by an equal the road.

The full claim of dis above discussed, tolling upon each item, and if circumstances, it is appar wrongdoing which we a

Turning back for a \$800,000 paid out of the company was diverted fi did not go into the const for the 117 miles into the company received from the dominion subsidy for the said 117 miles. C completed, will not cost will take \$800,000 additi and Centreville, and les the sum of \$200,000.

The statements of M received their enormous su large amount of it entir which was the clear pur of the said 117 miles. C completed, will not cost will take \$800,000 additi and Centreville, and les the sum of \$200,000.

Now we have seen i support the grave charg items which appear in the construction of the said to be properly chargeable to stances, but under the l properly charged to co Maxwell survey, althou trust founded upon it t

With reference to m the question is not raise struction, but that they of the bonds. Can they mind such items as the posed for a moment al items composing the \$1 the legislature that this on this branch of the ch the evidence shows at t

By the company. They any and one or more of estimates and passed up Her. Dugal's charge p there has been no diver judged from that stand

FINDING ON ACTUA We were directed t way to state of the April, 1914. In considering this o item should be included tained in a handbook i saw, made up for the outlay should properly l classification of expendi departm't issued in 18 Company itself had been St. John Construction C work was let in three

CHARLES
EAK THREE
DON CAUGHT
IN CAMPBELLTON

ed Pocket of Theatre Man-
ger and Caught Later With
Goods.

campbellton, Nov. 19.—A robbery of
sneak thief took place at Dal-
early this morning, Nov. 19, when
of sneak thieves attempted to
S. W. Dimock, the new proprie-
Star Theatre, and a bag of
rubbers and other impediments
Mr. Dimock was waiting in the
in a hotel for the express for Camp-
he observed two men enter the
Soon after Mr. Dimock sought
rubbers, to go to the depot, but
was missing. Further investiga-
revealed the fact that his bag of
the receipts from the theatre,
some other things had been re-
from his coat pocket, which
left hanging in the hall. It took
a few minutes to interest the chief
and put him on the track of
the men who had been seen visiting
him.

In less than an hour they were
led up in the Allen House, one of
suspect wearing the new rubbers.
suspect construction when about
the rubbers was all undring;
ing to his feet hurriedly, he drop-
bag of money, the chief immedi-
sly taking charge of it. The man
his name as Ryan from Frederic-
No charge was laid against the
it suspected, and he was allowed to
Ryan will be brought up for trial
alhouse.

hen searched on reaching the jail
keleton keys were found on him.

MARTIN OBSERVES THE
NE-PIECE BATHING SUITS
AT OSTEND.

end is entirely different. Our er-
there, as by my instructions, was
respect the bathers. Cousin Pelicia
myself skipped the errand, but Jane
was faithful. I saw her in the
on the beach, and the first bath-
er noticed was sitting in the sun,
back steps of a bathing machine,
in the air. She was very much
it seemed to me that at least sixty
cent of her was handsome, bare,
legs. Jane thought seventy per
cent was not too much for a woman
to where the bathing was still
to. It was just as you have often
seen in pictures. One very much
repeated garment such as a bath-
wear here, is what most of the wo-
men wear. The effect is interest-
ing. The bathing girls, who are
very much, and hung about till lunch
getting seasons in civilization.
I am hoping to see you can't be
admitted until you have seen it. Here
some we have been working along
from pantaloons, and have come, al-
most generations ago, to the bath-
lets men into water free from
sa of raiment, and has shortened
bathing-skirt of women. But it still
remains a mystery. I am hoping to
men are emancipated from skirts,
stockings. And they look very nice
quite proper, because propriety is
invention. A girl in a bathing
at Ostend was more conspicuous
therefore seemed less modest, than
bar-legged sisters, and the women
and stockings were seen in a
seemed conspicuously prudish and
suitably clad than the rest. "Proper"
means suitable, and the single-
ton girls were very much respect-
able and therefore presumably pro-
per.

From Abroad With Jane, by E.
Martin, in the September Scribner.

APOLLO'S RETURN FROM
ELBA AS SEEN BY ALBERT
GALATIN AND HIS SON.

March 4, 1815.—A day of great ex-
citement. News had reached that
Napoleon had made his escape from
Elba, and was at a little village called
Porto Ferrajo, that he had been received
with the greatest honors.

The king and royal family went to
Opera and had a great reception.
March 5.—Great commotion, courier
courier arriving, all news sup-
pressed. It is very exciting.
March 6, 1815.—No news further than
yesterday. They say the king
is calm. I saw him driving in state
yesterday.

It is for my portrait—that is, like a
man, and to pose him in a
March 10.—The emperor is marching
Paris—gathering men on his way.
say he has already 100,000.
March 11.—All sorts of wild reports,
do not know what to believe.
March 14.—The emperor was at Gre-
noble with over 100,000 men.
March 16.—The emperor is marching
diligently on Paris. Acclaimed every-
where. Father says the royal family
leave Paris in a few days. He has
the information but has not told
any details. I walk about all day—
s of young men shouting "Vive
l'empereur!" It is very exciting.
March 19.—The king and royal fam-
ily leave Paris tonight. The emperor
a huge army is expected at Font-
enay tomorrow. The people are
glad depressed and uncertain what
to do. Father has told me to remain
in Paris.

March 20, Paris, 11:30.—The emperor
led this evening, most of the imper-
family were at the Tuilleries to greet
all day the greatest confusion. Of-
and their staff, couriers, messen-
gers, etc., galloping wildly about the
streets. Great carts of baggage and
trunks. It is very exciting.
March 21.—The emperor is marching
shops closed, the café crammed,
men even put out in the streets. Or-
dering on tables making speeches.
March 22.—The emperor is marching
the "Vive l'empereur!" "Vive le
Caporal!" I don't know if it is
true or not, the French are so ex-
cited from A. D'Arny, of Paris, who
is in Europe, in the September Scrib-
ner.

And we went to a big department
store. Uncle Jed, on his return
from the States, got into one of them
big shop whizzes, very clean up to
the top in tarlatan in his name, a
shop lifters, Jeddediah, Mrs. Shucks
and

CHARGES OF \$107,000 IMPROPERLY LOADED ON PROVINCE BY GOULD COMPANY

PROVINCE HAD TO PAY
MANY AMOUNTS NOT
PROPERLY CHARGEABLE

ENGINEER THAT A CERTAIN QUANTITY OF CONSTRUCTION
WORK HAD BEEN DONE.

PRELIMINARY SOLICITOR'S FEES NOT PROPERLY CHARGEABLE.

"We think it is quite proper to include in such engineer's certificate all
legal expenses necessarily incurred as the work went on, such as expropriation
costs, preparation of deeds, agreements and other legal documents, necessary
concessions fees paid in procuring subsidies, the expense of resisting or carrying
out unfavorable litigation and other like expenditure. As the work progressed,
outlay on the above lines must be made and it is properly chargeable to the
moneys so received upon the engineer's estimate, because such estimates would
include that class of expenditure. But when the contract was entered into, the
railway company had presumably put itself in a position to do the work it
bound itself to do. It represented itself as prepared to put a large amount of
money into the enterprise as proceeds of second mortgage bonds.

No doubt it had grounds for such representation and certainly the govern-
ment gave credence to it. Perhaps through no fault of the company, such ex-
pectation was not realized, BUT THE EXPENSES IT INCURRED IN AN
INEFFECTUAL ATTEMPT TO LIVE UP TO ITS PROMISES AS EVIDENCE
BY THE ACCOUNT OF F. J. LISMAN ARE NOT A PROPER
CHARGE UPON THE PROCEEDS OF THIS FUND, NEITHER ARE THE
EXPENSES OF SOLICITORS FOR SERVICES RENDERED TO THE
COMPANY PRIOR TO THE TIME THE CONTRACT WAS ENTERED
INTO.

We think the proceeds of these guaranteed bonds should be drawn upon
in payment only of the work embodied in the engineer's certificate.
In view of our opinion thus above expressed we do not think it necessary or
desirable to recapitulate or to particularize these accounts for legal expenses,
traveling expenses and the like. The principle on which they should be allow-
ed is that they are too obvious to need illustration or application and we also
think that the premium paid to the National Society Company should be
judged by the same principle.

VS. SUIVIA ENO LOD CIPOOD "BILARY TOO MUCH.

As to the salary of \$5,000 a year for three years, which is charged as paid
to A. R. Gould, president of the railway company, we think that the agree-
ment entered into between Mr. Gould and the construction company in the
month of June, whereby he took over nearly all the capital stock of the said
construction company, ought to, and does in the terms operate as a payment of
his salary for the first year. We think a salary for the president is not an im-
proper charge, nor do we think the amount excessive. In our view, however,
only two years' salary should be charged. It will be for the government as
holders of 51 per cent of this company's stock, if and when the legislation of
1914 is carried into effect, to deal with such an item as this hereafter, but in
estimating the expenses of construction from month to month we are of the
opinion that the engineer is justified in taking into account the president's
salary, as well as the salaries of the engineers, accountants and other necessary
officials of the company, and we are of like opinion concerning the expenses of
L. E. Gould, president of the construction company, and of the amount charged
for office rent by the president of the railway company.

GLENNER AND WINSLOW PAYMENTS "PURE GRAFT."

AS TO THE AMOUNTS PAID TO THE GLENNER NEWSPAPER
AND TO MR. J. N. WINSLOW, BEING \$1,000 AND \$3,000 RESPECTI-
VELY, AND CHARGED TO THE CONSTRUCTION ACCOUNT, NO
JUSTIFICATION NOW EXISTS FOR THESE PAYMENTS UPON SUCH
ACCOUNT AS OFFERED AND FOR THE PURPOSE OF THIS BRANCH
OF THE ENQUIRY THEY SHOULD BE DISALLOWED.

New these items, thus summarized, constitute the full contention made by
Mr. Carvell along the line of diversion and in his closing argument before the
commission he calculated their sum total at \$107,535.75. It may be felt, how-
ever, to say that Mr. Carvell made an attempt to show that \$100,000 remaining
on the \$350,000 loan had been used by the borrowers for improper pur-
poses, which he claimed to be a diversion. Inasmuch as this loan was made
by the Prudential Trust Company to private parties who were liable for its re-
turn, and who were not pledged for its return and as the proceeds of the guar-
anteed bonds were not pledged for its return and as it was made to appear
that the proceeds of such bonds were used to pay off such loan and
it was fully shown that every dollar so used in liquidation of such loan was
represented by an equal amount paid by the borrowers or some of them into
the fund.

The full claim of diversion therefore narrows itself down to the amounts
above discussed, totalling a little over \$100,000 and our view has been expressed
above and if we take the most unfavorable view possible under the
circumstances, it is apparent that they are of no means substantiate the claim of
wrongdoing which we are asked to investigate in this part of the charge.

Turning back for the moment we find that Mr. Dugal in effect charges that
\$800,000 paid out of the proceeds of the guaranteed bonds to the said railway
company was diverted from its proper channels, remains unaccounted for and
did not go into the construction of the railway, for he states in said charges that
for the 117 miles under construction between Gagetown and Centreville the
company received from the province proceeds of the guaranteed bonds and from
the Dominion subsidy the sum of \$3,221,678, and that amounts to \$28,000 a mile
for the said 117 miles. He goes on to state that the said railway, when com-
pleted, will not cost the sum of \$28,000 per mile. He further alleges that \$1
will take \$600,000 additional money to complete said railway between Gagetown
and Centreville, and besides that the company owes to its various contractors
the sum of \$300,000.

The statements of Mr. Dugal are that the said railway company had re-
ceived their enormous sum of money and had made some improper use of a
large amount of it entirely outside the construction of the said line of railway
which was the clear purpose of its payment to them and of its receipt by them.
Now we have seen what evidence has been offered by him or his counsel to
support this grave charge, namely an amount all of \$107,000, composed of
items which appear in the books of said construction company, charged to the
construction of the said railway, most of which it is admitted on all sides would
be properly chargeable to construction account under usual and ordinary circum-
stances, but under the particular circumstances of this case are not strictly
properly charged to construction. As an instance an item, \$30,197.14 for the
Maxwell survey, although by the Act 10 Edward VII, as well as by the con-
tract founded upon if the company is compelled to pay the costs of this sur-
vey.

With reference to most of the other items of the \$107,000 as before explained
the question is not raised that they were not proper items to charge to con-
struction, but that they should not be paid out of the moneys from the proceeds
of the bonds. Can it be pretended for a moment that Mr. Dugal had in his
mind such items as these when he made these charges, or could it be sup-
posed for a moment if all that is claimed by Mr. Dugal in the inquiry, that all the
items composing the \$100,000 and the proof, with reference to them was before
the legislature that this act would have been passed authorizing this inquiry
of this branch of the charges? We think not. There was no attempt as far as
the evidence shows at concealment of any of the items composing the \$107,000
by the company. They were all charged in the books of the construction com-
pany and one or more of the largest of these items were included in progress
estimates and passed upon by orders-in-council.

Mr. Dugal's charge we think was of diversion in a broad sense, and in that sense
there has been no diversion; and the charges on this branch of the inquiry,
judged from that standpoint, fall to the ground.

FINDING ON ACTUAL COST.

We were directed to inquire and to report as to the actual cost of the rail-
way to the date of the passage of the act authorizing this investigation, 18th
April, 1914.

In considering this question, when in doubt as to whether or not any particular
item should be included in such cost, we have been guided by instructions con-
tained in a handbook issued by the department of railways and canals at Ot-
tawa, made up for the purpose of authoritatively determining what classes of
costs should properly be included in estimating the cost of such work. It is a
classification of expenditure for road and equipment for the purposes of the said
department issued in 1911.

It has already been pointed out that the Saint John & Quebec Railway
Company itself did not build the road. That company engaged the Quebec &
St. John Construction Company to do the work, and, as before explained, the
work was let in three divisions to separate contractors. The construction

company necessarily kept full and strict account with each contractor. It was
fully equipped with engineers, a right-of-way agent and a competent staff of
officials. Its bookkeeping was thorough, minute and easily understood. The
construction company produced to the commission every book called for as well
as every receipt or other document that either counsel expressed a wish to see,
and we have no hesitation in saying that its accounts were kept in a most
complete and satisfactory manner, and every assistance given to the commission
and to the counsel during the inquiry.

The books were personally inspected and subjected to an exhaustive and
critical audit and examination on the part of Mr. Blanchet, chartered account-
ant, as well as by counsel presenting the charges. The report of the auditor and
criticisms of counsel will be considered as far as necessary, but in passing we
express approval of the construction company's method of bookkeeping with
which we think no fault could be found. The commission felt that the first step
in answering the actual cost of the road to the date aforesaid was by consulting
and examining the books and accounts of the construction company, and such
course was followed.

At the same time when entering into such investigation we realize that the
figures which might be disclosed should not be considered final and conclusive,
and ought not to be made the basis of this branch of our report unless by thor-
ough examination and after the closest possible scrutiny and the most severe
audit, they should commend themselves to the judgment of the commission and
afford no room for doubt as to the accuracy and honesty of the various trans-
actions which they purport to detail.

From the report of the auditor, as well as from the searching examination of
counsel for Mr. Dugal, we have concluded that these books of account supply
reliable data upon which to base our answer to the inquiry now immediately
before us. Some items therein were objected to by the auditor, others by Mr.
Carvell and his associates, and all of these objected entries found in the books
of account will be discussed later herein; but the objections and criticisms of the
auditor (some so challenged do not by any means impugn our confidence in the
accuracy of the books in question nor when taken as a foundation
upon which it is considered that we may safely rest in estimating the cost
of construction as directed.

ACTUAL COST OF CONSTRUCTION.

From our own examination of these books and of the accounts submitted,
and from the audit thereof made by Mr. Blanchet, we beg to report that the
actual cost of construction of the railway from Gagetown to Centreville up to
the 26th day of April, 1914, is \$3,572,196.67. From the construction company's
books the amount appears larger by the sum of \$23,124.06, which represents
ten per cent added to the cost of construction from January 7, 1914 to April
18, 1914; this addition was made by the construction company under circum-
stances and for reasons which have been fully explained herein, and the ground
for our disallowance of the same have been fully set out. It is proper to remark
that the accounts of the Prudential Trust Company with the said railway com-
pany were in evidence and showed the whole amount received from the sale of
the said guaranteed bonds, as well as the amounts paid out of that fund on
progress estimates and all other transactions between them and the said rail-
way company.

It appears by the evidence that Mr. William Goodman, who was the treas-
urer of the said railway company, and who was also associated in some way in
business with the said Lisman & Company, who had undertaken to finance the
second mortgage bonds as aforesaid, lived in New York, and has always kept
the books of the said railway company there; that for a short time after pay-
ments began to be made upon progress estimates by the said trust company
from the fund the moneys were remitted to the railway company in New
York, and from there sent to the said construction company in Fredericton. But
that method being found inconvenient it was altered, and afterwards all the
moneys earned upon progress estimates were paid by the trust company into
the Royal Bank of Canada in Montreal, and through that medium reached the
construction company at Fredericton.

The books of account of the railway company were not produced and were
not before us. Counsel for Mr. Dugal had subpoenaed the president of the
company, A. R. Gould, and several of the directors of the railway company to
appear before us and produce the said books, and such counsel insisted in the
strongest and most emphatic manner that the said books should be produced.
We strongly expressed the opinion that the books should be brought before us.
Mr. Gould and the said directors all testified that they were willing that the books
should be produced, but professed to be unable to secure their production for
the reason that they were in New York and held there by the treasurer of the
railway company.

Mr. Teed, Mr. Fowler and Mr. Guthrie, per contra, contended that inas-
much as the railway company had charged itself with all the moneys received
from the sale of the guaranteed bonds, and that the books and vouchers of the
construction company, and the said accounts of the trust company, showed
that a large amount of money had been put into the construction of the railway
than had been received by them from the guaranteed bonds, there could be no
diversion of said moneys, the books of the railway company were not material,
should not be produced, and could serve no useful purpose so far as this in-
quiry was concerned even if they were before us. BE THAT AS IT MAY,
WE ARE OF THE OPINION THAT THE BOOKS OF ACCOUNT OF
THE RAILWAY COMPANY IN OBEDIENCE TO THE SUBPOENA IS-
SUED BY US AND SERVED UPON THE OFFICERS OF THE SAID
COMPANY SHOULD HAVE BEEN PRODUCED.

NECESSARY TO COMPLETE ROAD.

We are next required to report as to what further amount will be neces-
sary to complete the said railway between Gagetown and Centreville.
In order to compute this with the greatest possible exactitude we secured
a thorough audit of the construction company's books by Mr. Blanchet up to
the 31st day of July last, thereby putting ourselves in a position to say what
the actual cost of construction to the last named date as shown by such books
had been and we satisfied ourselves that between April 18th and the 31st day
of July there had been expended upon the road the further sum of \$428,688.97;
this is shown in the company's books at the sum of \$4,000,885.64, the excess over
the last figures being ten per cent, on the amount expended between said
dates, which percentage for the present calculation we do not think should be
allowed.

Since the month of April, 1914, Mr. S. B. Wass has been chief engineer of
the railway company and prior to that date he was assistant chief engineer in
connection with the construction of the road. The commission requested Mr.
Wass to give an estimate in the most exact manner possible of the amount which,
in his opinion, would be necessary to expend in order to complete that sec-
tion of the road between Gagetown and the southern end of the division, of
which Mr. H. M. Hill, is engineer, a distance of 29.45 miles, according to the
specifications of an agreement between the department of railways and canals
of Ottawa, and the provincial government and the railway company concern-
ing the construction and operation of the road. After examination Mr. Wass
reported and testified that the sum of \$148,674.50 must be expended to so com-
plete the said section of the road not including the connection at Fredericton.
A like request was made by the commission to Burton M. Hill, the division
engineer, on that part of the road from mile 29.45 north of Fredericton to Cen-
treville, and after examination his report thereon and testimony given placed
the expenditure necessary to complete the said last indicated section at the
sum of \$187,861.28.

The commission furthermore requested from Mr. Ross Thompson, chief
engineer of the railway company, until April, 1914, and thereafter managing
director of the construction company, his estimate of necessary expenditure not
included in the calculations of Engineers Wass and Hill, such as engineering,
interest, discount, legal expenses, printing, stationery, fastenings, taxes, and
his figures thereon are \$68,172.40, and in addition to the above Mr. Thompson
estimated that it will require \$100,000 more to provide the link at Fredericton,
which last amount, however, he describes as problematical.

WE BEG TO REPORT THAT THE ACTUAL COST OF THE RAIL-
WAY FROM GAGETOWN TO CENTREVILLE UP TO 18TH APRIL, 1914,
WAS \$3,572,196.67; THAT THE FURTHER AMOUNT NECESSARY TO
COMPLETE SAID RAILWAY WILL BE \$373,212.25; AND THE COST OF
THE SAID RAILWAY WHEN ENTIRELY COMPLETED WILL BE \$4,
445,408.92.

The commission during an interval of the inquiry availed itself of an op-
portunity to go over the road with a view of observing its condition. The trip
was made on the 10th and 11th days of August, and as far as we were able to
judge the line of railway seemed to us to be very satisfactory and well con-
structed throughout.

PAYMENTS TO FLEMING AND McLEOD.

We are also asked to find in this inquiry whether any of the contractors
under the St. John & Quebec Valley Railway Company were compelled to pay,
and did pay large or any or what sums of money to the Hon. Mr. Fleming
or to the Hon. Mr. McLeod in the year 1912 before they obtained their con-
tracts. Evidence was adduced with a view of substantiating this charge against
both of the gentlemen above named.

AS TO THE EVIDENCE AGAINST THE HON. MR. FLEMING IT
CONSISTS OF TESTIMONY GIVEN BY JOHN KENNEDY, A
MEMBER OF THE FIRM OF KENNEDY & McDONALD, RAILWAY
CONTRACTORS, TO THE EFFECT THAT HE PAID HON. MR. FLEMING
THE SUM OF \$2,000 IN WOODSTOCK ON THE 13TH DAY OF

JUNE, 1913. IN DESCRIBING THE CIRCUMSTANCES THE WITNESS
SAID: "MR. FLEMING CAME AND SAID THERE WAS AN ELEC-
TION ON AND HE (FLEMING) 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
WOULD DO THE BEST I COULD FOR HIM.' MR. KENNEDY GOES
ON TO SAY THAT MR. FLEMING RETURNED THE NEXT DAY,
THAT VERY LITTLE TALK WAS HAD, AND HE HANDED MR.
FLEMING A PACKAGE WHICH IT WAS EVIDENT CONTAINED
\$2,000.

NOW THE CHARGE IS THAT THESE CONTRACTORS WERE
"COMPELLED TO PAY" SUMS OF MONEY, AND HON. MR. FLEM-
ING, WHILE ADMITTING RECEIPT OF THE PACKAGE, MAINTAINS
THAT THERE WAS NO COMPELSION, 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. FLEMING
FOR CAMPAIGN PURPOSES.

THERE ARE VARIOUS DEGREES OF COMPELSION, AND THE
RELATIONSHIP OF THE PARTIES CONCERNED IS A VERY DETER-
MINING FACTOR IN CONSIDERING WHETHER OR NOT COMPEL-
SION HAS TAKEN PLACE. WHAT MIGHT RIGHTLY BE CONSIDERED
COMPELSION 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 HESIT-
TATION IN CONCLUDING THAT THE COMPELSION UNDOUBTEDLY
EXISTED, TAKING ITS RISE PRIMARILY FROM THE FACT
THAT MR. FLEMING WAS PREMIER OF THE PROVINCE AND MR.
KENNEDY WAS A CONTRACTOR IN THE BUILDING OF THIS WORK
IN QUESTION.

The further facts in connection with Mr. Kennedy's business in this re-
gard are that he 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
that named contract, for the work was then being done by others and there
was 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 COMPELSION WHICH ACCOMPANIED THE ACT, DID NOT
TAKE ITS RISE FROM ANY FEELING OF DISAPPOINTMENT WITH
REFERENCE TO A SECOND CONTRACT, NOR WAS THE MONEY GIVEN
WITH A VIEW OF SECURING IT, BUT IT WAS CALLED BY
THE VERY NATURE OF THE RELATIONSHIP OF THE PARTIES, FROM THE AU-
THORITATIVE POSITION HELD BY HON. MR. FLEMING, AND
EVIDENTLY 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 THE OPINION 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 PAYMENTS MADE BY A CONTRA-
CTOR BEFORE HIS FIRST OR ANY OF HIS CONTRACTS WAS
OR WERE ENTERED INTO, IN THIS 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
CONTRACT, AND, IN OUR OPINION, IT WAS JUST AS REPRISABLE
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
PAYMENT IN THE YEAR 1912 AND BEFORE THE SECOND CON-
TRACT WAS ENTERED INTO, WE THINK AND FIND THAT HON.
MR. FLEMING IS GUILTY OF THIS ACT OF COMPELSION WHICH
HAS BEEN CHARGED AGAINST HIM.
MR. McLEOD FOUND NOT GUILTY.

The charge of a like character is made against Hon. Mr. McLeod in con-
nection with a contract received by Messrs. Scott & Kelly from the Hibbard
company in June, 1912, for the removal of rock and earth from a portion of
the right of way. Messrs. Scott & Kelly acting principally, if not wholly,
through Mr. Scott, sought and obtained the business of Hon. Mr. McLeod,
who was then provincial secretary, in getting the rock removed, and in his evi-
dence he describes the conversation which took place between himself and Hon.
Mr. McLeod.

It seems from the evidence that Scott & Kelly had been disappointed in
securing a portion of work upon which they had been figuring, and which
Hon. Mr. McLeod was trying to help them in getting. Being unsuccessful in
this first attempt Mr. Scott complained to Mr. McLeod of the treatment ac-
corded him, and witness says Mr. McLeod told him he could get some work
on another part of the line.
"He told us," Mr. Scott says, "that if we would take it he knew he could
give us a better price—he could get us a better price—he could get us a better price
than what the other party was getting on the other end." He said he
thought he could get twenty-six cents where he had been trying to get twenty-
seven on the other end, and he said he might be able to get the other; and he
said, "If I can get the twenty-six I think there ought to be a consideration."
After looking over the work, Mr. Scott and Mr. Kelly again went to see
Mr. McLeod, and being asked to give the conversation that then took place,
the same witness said as follows: "Well, we were talking on a general con-
versation in regard to the work and the prices which, of course we were led
to expect when we went to get the work and we held out for twenty-seven
cents, and he claimed he could get twenty-six cents and the \$1.00. I told him
that according to the quantity given he showed me, that the rock was
only about 40,000 yards or thereabouts—and a good deal of scraper work, and
we could have the twenty-seven cents, and he said he would do his best to get
the twenty-seven cents. I told him every cent he could get meant \$3,000, as
there were 30,000 yards, and he said, 'well, there may be such a thing.' He
would do the best he could to get it, and he thought if he was able to get that
cent we should split it. Of course, I told him that as far as I was concerned
it would be satisfactory."

The twenty-seven cents above referred to means the amount per cubic yard
which the contractors hoped to get for the removal from the right of way of
material other than solid rock. As a matter of fact, they were successful in
obtaining this figure and they paid \$2,800 to Mr. McLeod, which amount
will be observed, is represented by half a cent on the estimated quantity of
300,000 yards.

On the other hand, Mr. McLeod says that he had done considerable pro-
fessional work for Mr. Scott, who was a personal and political friend, that
Mr. Scott had by no means paid him for his services from time to time re-
ndered, but had frequently told him that some day he would recompense him.
He also testified that Scott told him on this occasion that he would need pro-
fessional services and would pay him a retainer, and he says that the \$1,200
was received by him in that way.
He denies the remark attributed to him about splitting the cent, and says
the payment was not made in consideration of his political influence, not to
assist in getting the contract, but in payment for past services, and as a re-
tainer for future services which he might be required to render in connection
with the operation of the contract.

Now the issue is plainly joined between Mr. McLeod on the one hand and
Messrs. Scott and Kelly on the other, and when, as here, conflicting and irre-
concilable testimony is adduced from witnesses all apparently equally credible
and all equally interested, it is well to remember on which side of the contro-
versy the burden of proof lies. The party who denies a charge of this nature
must if convicted be overcome by the preponderance of opposing evidence. The
obtaining this figure and the matter equally balanced and say he has proved his
case as against the equally positive evidence of the party charged.

WHEN GIVING EVIDENCE, MR. McLEOD SEEMED ANXIOUS TO
CONCEAL NOTHING. HIS TESTIMONY WAS BY NO MEANS HALT-
ING OR FORCED IN ANY PARTICULAR. HE OVERRULED OBJEC-
TIONS WHICH HIS OWN COUNSEL ATTEMPTED TO INTERPOSE,
AND WITHOUT HESITATION ANSWERED EVERY QUESTION PUT
TO HIM AS FAR AS HE WAS ABLE TO DO SO; AND WHILE THERE
WAS NOTHING IN THE EVIDENCE GIVEN BY MESSRS. SCOTT AND
KELLY TO SUGGEST THAT EITHER OF THEM WAS TESTIFYING
TO WHAT HE DOES NOT BELIEVE TO BE TRUE, YET WE CANNOT
SEE AS AGAINST MR. McLEOD'S DENIAL THAT THE CHARGE HAS
BEEN PROVED, AND THEREFORE WE BEG TO REPORT THAT WE
FIND THE HON. MR. McLEOD NOT GUILTY OF THE CHARGE LAID
AGAINST HIM.

BELGIANS ABROAD
URGED TO RETURN
AND JOIN ARMY

The Belgian government has just is-
sued in the name of the king and the
nation, a solemn appeal to all be-
loved Belgians and chiefly those be-
tween the ages of eighteen and thirty
to order that they join the army as
volunteers for the duration of the war.

All those who are able to pay their
passage across, should immediately re-
port themselves to the nearest Belgian
consul who will give them instructions
respecting the European duties they
should reach. As to those who cannot
pay their passage across, they are in-
vited to tender their services by letter
to the consul.

The government's proclamation, re-
minds them that the same duty is
incumbent upon all Belgians living
abroad—"Let them never forget the
distant fatherland where their relatives,
friends, and fellow workers are suffering
greatly. Let them by their courage and
their dignity in these days of trial,
drive to still increase the sympathetic
feelings which all right minds and all
generous hearts in the whole world are
professing toward Belgium and her
thoughts, their hopes and wishes are
constantly work towards this sacred ob-
ject—liberation of their country."

The Belgians who are fit for military
service are still numerous abroad.
Spontaneously, thousands of volunteers
have joined the army. It is important
that all those who are in a position to
do so should follow their example.

The government counts upon them all
to do their duty.
The proclamation ends with the fol-
lowing words:—"Victims of a crime which finds no
equal in history, never was Belgium
more entitled to claim the help of her
children. Under the leadership of a
king of whom we all are proud, let us
do our utmost to hasten the hour when
we shall find ourselves again free,
independent and free, on the soil of that
beloved fatherland, whose sufferings
have made her still more dear to us."

ANGER LED TO
HOUSE NUMBERING.

Unable to Find Home of Friend in Paris
in 1513 Freshman Thought Out
Scheme.

A Freshman irritated by not being
able to find the Paris home of a friend
whom he had journeyed far to visit if
responsible for the numbering of houses
so that they might be identified. This
happened little over four centuries ago.
To be more exact, in 1513. He was an
architect and had come up to Paris on
the invitation of a friend to spend a few
weeks. He got to Paris, but in a city
of thousands of houses he was unable
to find the home of his friend. Hack-
men never had heard the name of his
friend and store keepers could not help.
Wondering about asking about the
whereabouts of his friend he brought on
himself suspicion. Parisians looked at
him as an impostor who had some game
to play or as the spy of an unfriendly
power.

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Semi-Weekly Telegraph and The News ST. JOHN, N. B., NOVEMBER 25, 1914.

THE ROYAL COMMISSION'S REPORT. The Telegraph places before its readers the report of the Royal Commission appointed to investigate the charges of Mr. Dugal against Premier Fleming and others in connection with the administration of the Crown Lands and the construction of the Valley Railway.

The evidence heard in support of these charges under oath before the Royal Commission caused the greatest sensation ever experienced in the public life of this province, and the report of the Royal Commission issued Friday, founded upon that evidence, must produce a complete political revolution in New Brunswick.

Just as the people of New Brunswick read for themselves the sworn testimony in regard to the Dugal charges, so should they read for themselves with the same care the complete text of the report of the Royal Commission placed before them this morning.

First, with respect to the timber license graft, the Commissioners find that the \$71,000 collected from the lumbermen of New Brunswick was secured by extortion, out and out—extortion which they describe as "gross and culpable in the extreme."

They do not find that Premier Fleming personally extorted this money or morally directed the extortion, but the Commissioners say that "Premier Fleming named the treasurer, (of the graft fund) Mr. Teed of Woodstock. He (Fleming) knew that efforts were being made to get moneys from certain holders of Crown Land timber licenses; he knew that from time to time such moneys were coming into Mr. Teed's hands."

"He (Fleming) set his seal of approval on the transaction by introducing his chosen treasurer to Mr. Brankley with the words, 'Anything Mr. Brankley tells you about this man (Teed) will be all right.' And the Commissioners add: "At the time of such remark the Premier, with Messrs. Berry, Teed and Brankley was in his room at the Barker House at Fredericton, and Berry had acquainted him with the fact that Brankley was acting for the lumbermen in holding the fund prior to its being passed over."

The Commissioners say, further: "In the case of the Penington Paper & Paper Company the Premier was aware that Berry was urging a contribution and, backed by all these facts and circumstances, the view was strongly pressed upon the Commission that Hon. Mr. Fleming could not possibly have been in ignorance of Berry's activities and of the methods he employed. There is a great deal to support such a view, but, in our opinion, it stops short of such sufficient proof as would justify the Commission in declaring the charge of directing the extortion proved. That the money was in fact extorted by Berry is fully proved. That the Premier was well aware that moneys were being collected for a purpose unquestionably improper, is also amply shown. It is also manifest that he directed the disposition of such moneys when collected, also that he acquiesced in the collection of such moneys at a time and from a source highly and grievously improper."

Having rectified these damning circumstances, the Commissioners, having in mind the specific language of the charge as framed—that is to say, the language as it appears in the law passed by the Premier legislature—go on to say that while the money was raised with the knowledge and consent of Fleming the evidence does not warrant them in saying that he personally extorted it or extorted it through the agency of Berry.

The language of the Royal Commission's report from which we have quoted here, and which we publish in full on other pages today, will be universally accepted as justifying in full the charges made by Mr. Dugal and pressed with such skill, resource, and tenacity, in the face of determined obstruction, by Mr. Carvell and his assistants, Messrs. Stevens and Hughes.

With respect to the Valley Railway charges, it will be recalled that Mr. Dugal asserted that large sums of money intended to be used in the construction of the railway were diverted from their proper channel, and that certain railway

contractors were compelled to pay large sums to Premier Fleming and Hon. H. F. McLeod.

The Royal Commission finds that Premier Fleming did compel contractors for John Kennedy to pay him \$2,000, that the compulsion was clear, and the Commissioners say: "We think and find that Hon. Mr. Fleming is guilty of this act of compulsion which has been charged against him."

In the case of Hon. Mr. McLeod the Commission finds that the charge against him is not proved. With respect to the diversion of moneys which should have gone into construction, the Commission, while it does not support Mr. Dugal's charge of diversion in the large sense, does find that \$100,000 of the \$350,000 loan made to Gould and his associates did not go into the road and should not be paid out of the proceeds of the bonds—a matter still to be guarded. It finds that many other charges were irregular, amounting to \$107,000 more, and it properly characterizes such payments as \$1,000 to the Frederick Gleaser and \$5,000 to Winslow.

Those who read the text of the report on the railway charges will ask themselves, in view of the verdict against Mr. Fleming and the other irregularities indicated by the Commissioners, what would have happened had not this financial carnival been interrupted by the launching of the Dugal charges.

What is exposed in this connection is startling and disgraceful enough, but we must remember that, in spite of the clearest warnings, Premier Fleming had at his back a ministry and an almost unanimous Legislature which did his bidding absolutely, and whose members must take their share of the grave responsibility established by the report of the Royal Commission.

Of Mr. Fleming himself, and of those who acted with him and for him in connection with the timber graft and the railway graft, what is going to be done now? To a certain extent it is comparatively unimportant what becomes of Fleming or Berry. The important thing is to rescue control of public affairs in this province from a government and a Legislature which backed up Fleming to the hilt, and which may yet attempt to continue its grasp upon power by professing—even in the face of the evidence—ignorance of the astounding Fleming activities. In other words, the people of this province may be asked by the other members of the government and their followers in the Legislature to believe—in the face of the evidence heard before the Royal Commission and in the face of its report—that evidence—that these politicians innocently thought during 1913 and 1914 that the affairs of this province were being conducted with reasonable honesty and efficiency.

It should not be necessary to point out to every thoughtful man in New Brunswick—that not only Premier Fleming but the whole government which stood with him and by him must be forced, either by the action of the Lieutenant Governor or by a flood of popular indignation, to relinquish the power which they have used so vilely, and in the exercise of which they have so disgraced New Brunswick and so thoroughly forfeited all claim to public confidence or consideration.

The next act in this sensational drama will be awaited somewhat impatiently now by the people of this province who have felt for months past that a thorough house-cleaning was long overdue.

WHAT ARE THEY GOING TO DO ABOUT IT? The Hon. James Kidd Fleming, prior to the publication of the Dugal commission's report, was supposed still to be Premier of New Brunswick, under leave of absence because of ill health, Attorney-General Clarke being acting Premier in his place. Mr. Fleming's health, it was seriously impared at the time of the Dugal exposures, seems since to have so improved as to be a source of congratulation to all of those who fight under his banner.

Is Mr. Fleming Premier of New Brunswick today? Has his leave of absence expired, and is he again on active service? Let us see how these matters stand. Mr. Fleming was in Fredericton on Thursday and was reported to have been in conference with prominent men in the party of which he still assumes the leadership. We do not know what was done at that conference, but the public knows that on the following day Mr. Fleming issued an impudent and shameless letter addressed to the people of this province, in the course of which he served notice upon them, and especially upon Conservatives everywhere, that he proposed to retain his position, his leadership, and his seat in the Legislature, and debate the Dugal report and his own situation there at the next session.

Is Lieutenant-Governor Wood's party to this programme? Or does Lieutenant-Governor Wood propose, on behalf of the people of New Brunswick, to exercise his powers along other lines than those laid down by the Hon. James Kidd Fleming?

These are questions to which the people of New Brunswick will expect a frank answer without delay. Mr. Fleming's letter conveys the impression that members of his government, men like Attorney-General Clarke, the Hon. James Murray, the Hon. John E. Wilson, and many other distinguished patriots and patriesses, have come to heel. Have they? And does the number of the fawning company include Mr. Baxter, Mr. Tilley, Mr. Grannan, Mr. Lockhart, and all of those other members of the Legislature who for months past have been

muttering in quiet corners that "Fleming must go?" Such a situation would be astonishing indeed, but does not Mr. Fleming's letter declare, above everything else, that such is the situation? Is it not the fact that while it was awkward to have Mr. Fleming insist upon remaining on the quarter-deck—fully awkward as the event will prove—the lieutenant of Mr. Fleming and the rest of his crew lacked the courage to pitch him overboard?

There is in some quarters a disposition to split hairs over the Royal Commission's report. Except for those who desire verbal exercise that is rather a poor employment. The report of Mr. Justice McKeown, and Commissioners Wells and Fisher, says, in plain English that they have found the Hon. James Kidd Fleming guilty of the charge of compelling Contractor Kennedy to give up \$2,000 and that they find him guilty also of setting his seal of approval upon that which he knew Berry to be doing.

It may be that there are Conservatives in New Brunswick to whom the desperate situation of their party is so disturbing that they are ready to do anything. But the average man in New Brunswick will not overlook it, and he expects that the publication of it will be followed by prompt action on the part of the Lieutenant-Governor, by the disappearance of the Hon. James Kidd Fleming, by the dissolution of the Legislature, and by giving the electors of New Brunswick an opportunity to speak with the forty-five representatives whom they sent in good faith to Fredericton.

What is the Lieutenant-Governor going to do about it? THE TEST. With the passing of the weeks it becomes more evident that the great conflict in Europe is assuming the unmistakable character of a test of endurance in which every participant may be expected to bring forward every available man. The question that naturally arises is: Which side is in a position to produce the greatest aggregate of men, and in this way ultimately emerge victorious from the struggle? The answer, especially when the assumption is that the real fighting strength of a nation is to be measured by the last man and the last gun, is found by going back to population figures.

It has been ascertained that in any country the male population between the ages of twenty and forty-five is between thirty-five and forty per cent. of the total male population. Three-eighths is usually taken as a fair approximation. The population of Germany in 1910 was about 68,000,000. Today it is estimated at 69,000,000. Today it is estimated at 69,000,000. Today it is estimated at 69,000,000. Today it is estimated at 69,000,000.

Not more than half this number can be regarded as the maximum available for the field. Even that would be assuming only that men at home to feed and supply one man in the field as well as himself. But all the work at home cannot be done by women and children. Crops must be planted before they are harvested, and must be planted on a larger scale than ever, now that Germany is cut off from the markets of the world. Mining must be carried on, and the work cannot spare their men. In fact it would be much safer to figure upon two men at home to feed one man in the field. The fighting strength of Germany would thus be placed at something like 5,000,000 men.

Germany in 1870-71, with a population of 40,000,000 or 40,000,000 greater than France, brought under arms just 1,200,000 men. Undoubtedly, Germany made a great effort at the beginning of the war, but, after the first two months, there was no need for her to expend her resources to the utmost. It may therefore be assumed that, if Germany in that war had met with defeat at the start, she would have developed a resisting strength larger than France did, largely because of her admirable system. France in that year brought four and one-third per cent. of her population under arms. The Germans in like need would have brought a greater number. Say that Germany driven to the wall would do twice as well as France did in 1870-71—an extremely liberal hypothesis—and would call to arms eight per cent. of her total population. That would give a maximum of 5,000,000 men.

Now let us consider the fighting strength of the Allies. Take Russia. We need a population in European Russia of 125,000,000, half of which are males. Three-eighths of that is something like 38,000,000 males of fighting age. Conceding two men at home for one in the field, we get an available fighting strength of about 8,000,000 men.

The population of Great Britain in 1911 was 45,000,000. Three-eighths of half that number is roughly 8,000,000 men of fighting age. Here again conceding two men at home for one in the field we find that the United Kingdom alone can put about 8,000,000 men into the firing line. No doubt, if necessary, she could do better than that. Canada in 1911 had a population of more than 7,000,000. Figuring on the same basis she should be able to send to the front in case of emergency, nearly half a million men. Australia with 4,000,000 population could in the same way send more than 812,000. New Zealand with 1,000,000 population could send more than 160,000, or say nothing of the thousands from South Africa. Thus Great Britain would be able to put into the field over 4,000,000 men, irrespective of the great assistance she can rely upon from India. India which has a population of 300,000,000 could, on a similar calculation, contribute more than 18,000,000. It is not supposed that any such number of India's population would be available or could be utilized in this way.

However the support India could give would be very great. Now, France with a population of more than 40,000,000 can on the three-eighths principle put more than 2,500,000 men in the field. With her colonies she can and probably has already done very much better than that.

Without India, the fighting strength of the more important of the Allies is 15,000,000 as against Germany's 5,000,000 and Austria's 4,000,000—a total of 9,000,000. Overwhelming as this difference is, it becomes greater when one adds to it the probable number of men that can be secured in India, some of whose arms are now giving a fine account of themselves on the front. Her armies are being organized in India, but we know little of their composition. Ans Khan, head of 50,000,000 Mohammedans in India, says all the men necessary can be obtained, and he declares he could provide 7,000,000 for training.

These figures convince one that in a test of endurance, Germany must lose. Even if her food supply gave her no concern, she could not continue to face the pressure that the Allies with their unlimited resources could bring to bear against her. She must have realized long ago that she is waging a losing fight. The end is by no means in sight yet, but with time and resources on their side, the Allies will consider no peace but the Russian war machine is beaten by its knees.

WHY NOT QUOTE MR. BLONDINI? Mr. Borden recently took into his cabinet Mr. Pierre Edouard Blondini. The Standard, just now engaged in waving the old flag to divert attention from the disgrace of a political party shot to pieces by the Dugal inquiry, ought to reproduce for its readers some of Mr. Blondini's references to Britain and the British flag.

Mr. Blondini—now raised to cabinet office by the Standard's chief—said in one of the speeches in which he was qualifying for this promotion, something about having to shoot holes through the British flag in order to breathe the air of liberty.

The Standard worries continually about the loss of its political opinion, and its organs are out of power just now. Why not go after Mr. Blondini, now seated between Mr. Borden and Mr. Hazen? The Standard's failure to write Mr. Blondini's sentiments large before the eyes of its subscribers is not due to ignorance of them, of course, for they are notorious. But the organ's failure to "expose" Mr. Pierre Edouard Blondini is an excellent measure of its sincerity in accusing Liberals of disloyalty.

TO SEE IT THROUGH. Great Britain was never so full of fight as she is at this moment. With a fuller understanding of what tremendous consequences hang upon the vast battle now proceeding almost within earshot of the Dover cliffs, the country is rushing down to the grim task of raising up a new and stronger enough to crush the enemy, and so ensure that time that freedom and justice which alone make life worth living.

In asking for more men in order that the German menace may be rolled back for evermore, Lord Kitchener referred to the immense sacrifices made by the manhood of Germany, and he made it very clear that Sir John French had asked for assistance and that he needs it urgently. To his appeal there has been a general and ready response. The government has wasted no time in providing the necessary money for all contingencies. Its active preparations for getting a formidable army into shape leads to the following comment in the New York Post:

"The prompt voting of another million men for the British army ought to be accepted in Germany as a further pledge of a class of which the British navy has made extensive and effective use. What has been done by Mr. Borden in respect of effective naval assistance since the autumn of 1911, that is to say, a little more than three years? The Standard declines to answer this question, but we will repeat the answer which every reader of the Standard knows to be absolutely true. And the answer is: None. Mr. Borden talked for three years about Imperial dangers and Imperial squadrons, and beyond keeping the Laurier Naval Act on the statute books, and keeping the Niobe and the Rainbow in service, his three years, so far as naval aid is concerned, have been absolutely barren.

Between the time Mr. Borden took office and the time war began—three years—his government had time to build a powerful Canadian squadron to be placed at the disposal of the British Admiralty in time of war. The Standard now asks the Liberal party to accept responsibility for Mr. Borden's notorious and ignoble failure in this regard.

We fancy it is scarcely likely that there any Standard reader who has come to years of disaffection who does not greet with rising disgust and with sneering contempt, the frantic efforts of the official Conservative organ to cover up the weakness and the failure of Mr. Borden and Mr. Hazen by daily abuse of the Liberal party and its leaders.

NOTE AND COMMENT. Lord Roberts has been laid to rest in St. Paul's Cathedral where he will sleep among his peers. History will give him a high place in the list of British heroes.

In borrowing \$30,000,000, without interest, from Great Britain until the end of the war, Belgium probably has a fairly good idea where the money will come from here.

Where did Fleming get the idea about "giving it back"? Come to think of it, wasn't there a certain Conservative lawyer who gave "it back" after it became clear that an exposure of the whole shooting match was coming? That, too, was about the time people

were asking the ruling author of the Forchères Bill to step forward and give the public a chance to take one good look at him.

Already the names of Canadians serving with the Imperial forces are appearing in the honor roll at the front. This brings the war nearer home. It will be brought still nearer after the Canadian contingent is sent to the firing line.

There is much dissatisfaction over the failure of the Intercolonial to start operations on the Valley railway. The people have been promised many times that this would be done, so soon as the sections were completed. Why the delay?

Turkey's action in firing on a launch belonging to an American warship will no doubt be explained to the full satisfaction of the United States government, but it will not tend to assist Count Bernstorff in his efforts to create sympathy in America for Germany.

Few countries are in a better position to profit by the trade opportunities that have developed since the war began than Canada. For that reason a far greater area than ever before should be placed under cultivation next spring.

Defective teeth should not keep any man otherwise satisfied by, from going to the front. A few hours spent with a dentist will suffice to overcome that obstacle. A staff of dentists might be kept at the recruiting camp to put every soldier's teeth in first-class condition at the country's expense.

Sir John French has paid another fine tribute to the British soldiers on the field of battle. The manner in which British traditions are being maintained in the desperate fighting in France and Belgium should inspire all who are able to go to the front to offer their services promptly.

Those fearful and somewhat incoherent cries from the Standard office are intended to prove that all is serene in the Fleming camp and in the Conservative party. Very effective, don't you think? Whatever Mr. Carvell did to The Standard group must have cut deep. Hence the screams.

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"Russia is as much one of the surprises of the war as the big German siege guns and the excellence of the British aviators. It is doubtful whether it crossed anybody's mind that before the war was two months old the pressure of Russia's lost-like advance would compel Germany to withdraw even a single army corps from the western theatre. Yet this, and more than this, is what has actually happened."

THE STANDARD AND THE NAVY. How many cruisers and battleships have Mr. Borden and Mr. Hazen placed at the disposal of the Empire since they went into power in the autumn of 1911? The Standard newspaper is unwilling to furnish an answer, but it continues to fill its columns with school boy statements to the effect that the Liberal party and the Liberal press are afraid to discuss the naval issue.

Some readers of the Standard may have short memories, but most of those readers will remember being told frequently by the Standard that all our urgent needs would be solved as soon as Sir Wilfrid Laurier and his party were retired from office. Sir Wilfrid Laurier was retired in the autumn of 1911; but before he left office he placed at the disposal of Canada and the Empire two cruisers which have been most useful since this war began—the two we have—and he left for his successors tenders for the construction of other cruisers and destroyers of a class of which the British navy has made extensive and effective use.

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GLOBE DEMANDS FLEMING'S HEAD

Also Says Dissolution and Election at Once Are Made Necessary by Dugal Report.

(St. John Globe, Ed.)

Hon. H. A. McKeown, Judge of the Supreme Court of New Brunswick, has written to the Standard, a former judge of the County Court of Westmorland, and W. Stevens Fisher, one of the best known men in mercantile life in the province, have set their signatures to two reports which are being widely copied. No dissent from public office, if not from the reports themselves, has been made. Mr. Fleming, or any friend of his, should not continue to recognize him as the head of the government of the province. His colleagues in office should also not, and it is assumed will not, longer recognize him as the head of the government. If he does not resign his retirement may be forced. No other course is possible if the good name of the province is to be maintained. The Standard, in its issue of November 19th, charges against Hon. Mr. Fleming, men of recognized standing whose fairness and impartiality cannot be impeached.

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AGENTS WANTED

RELIABLE representative wanted, to meet the tremendous demand for fruit trees throughout New Brunswick at present. We wish to secure three or four good men to represent us on local and general agents. The special interest taken in the fruit-growing business in New Brunswick offers exceptional opportunities for men of enterprise. We offer a permanent position and liberal pay to the right men. Stone & Wellington, Toronto, Ont. aw-17

THERE is a boom in the sale of trees in New Brunswick. We want reliable agents now in every unrepresented district. Pay weekly; liberal terms. Pelham Nurseries Co. Toronto, Ont. H-17

SALESMEN WANTED

SALESMEN WANTED to handle the Richmond Exchange in all New Brunswick towns and villages; quick sales, big profits. Secure territory now. Richmond Chemical Co., Moncton, N. B. 1888-1138

HELP WANTED

WANTED—General maid; no washings; must be able to do plain cooking. Apply by letter Mrs. Geo. McArthur, East Riverside, N. B. 1838-11-25

Extracts from letter recently received from last year student:

"I intend finishing my course at your college at the first opportunity."

"I may say that since the first of the year I have had \$100 per month salary, so I have no hard feelings toward you or your college."

DEATHS

McKENNA—At the General Public Hospital, on Wednesday, November 18, James McKenna, 55 Winter street, on Nov. 17, a daughter.

BIRTHS

BARRITT—To Mr. and Mrs. James E. Barrett, 85 Winter street, on Nov. 17, a daughter.

DEATHS

McKENNA—At the General Public Hospital, on Wednesday, November 18, James McKenna, 55 Winter street, on Nov. 17, a daughter.

DEATHS

GALLAGHER—On Oct. 16, 1914, at Ennisville, N. B., John Gallagher, aged 77 years, leaving three sons and two daughters in mourning.

DEATHS

ARMSTRONG—In this city, on the 20th inst. Mary Jane Armstrong, eldest daughter of the late Noble Armstrong, of Ennisville, N. B.

DEATHS

MARQUIS—At the residence of Mrs. H. P. Sandall, 17 Wright street, on the morning of the 22nd inst., Thomas G. Marquis, aged 96 years.

DEATHS

YOUNG—At the residence of Mrs. George M. Young, 200 St. John street, on the 20th inst., George M. Young, aged five years and seven months.

DEATHS

DEATH OF LIEUT. COLONEL TUCKER

Lieut. Col. Joseph John Tucker, one of St. John's most distinguished citizens, passed away at an early hour this morning. He has been ill for about a year, following an accident in which he was thrown from his carriage.

DEATHS

Lt.-Col. Tucker was born at Chatham (Bag), in 1832, came to Canada first as a child of seven when his father removed to Kingston (Ont.), to follow his profession of naval architect. In the years which he spent at Kingston the older Tucker designed many handsome vessels for the lakes, principally of the Lord Sydenham type.

DEATHS

Following this he saw three years service at Greenock at a time when the steel shipbuilding trade was first coming to the front. Then followed a most interesting part of his career, being sent to China as the agent of the firm and remaining there altogether about twenty years.

DEATHS

Then he came back to St. John and entered actively into the commercial and military life of the city. He was gazetted a major in the 62nd regiment in 1858, promoted to lieutenant-colonel in 1869 and on his retirement in August, 1897, was made an honorary lieutenant-colonel. He was also vice-president of the Canadian Military Rifle League and of the New Brunswick Rifle Association.

DEATHS

A liberal of the old school, of the very soul of integrity and honor, it is not surprising that he should have been asked to represent the city in the dominion parliament and he was elected with the late Senator Ellis in 1896 and re-elected as the running mate of the late Hon. A. G. Blair in 1900, retiring in 1904.

DEATHS

There is no dissatisfaction among the dog fish industry and of later years had lived quietly although his good words were known to many. Not a public speaker of prominence Lt.-Col. Tucker nevertheless commanded immediate attention on the public platform through his wide knowledge and command of facts and in private conversation he was, as the Montreal Standard once said, "a fascinating raconteur."

DEATHS

He was an Anglican in religion, a member of the Union Club and a former president of the Telegraph Publishing Company, and a director of the St. John Railway Company.

MARINE JOURNAL

PORT OF ST. JOHN

Arrived.

Thursday, Nov. 19. Strm North Star, 2,889, Clark, Boston via Maine ports, A. E. Fleming pass and mds.

Saturday, Nov. 21. Strm Start Point, 2,410, Pinkham, Philadelphia, Wm Thomson Co. via Maine ports, A. E. Fleming pass and mds.

Sir Edwin Austin, 2,583, Mitchell, Boston via Maine ports, A. E. Fleming, pass and mds.

Str Grandwood, 2,108, Hartswell, Rio Janeiro via Halifax, Wm Thomson Co. part cargo corn.

Sunday, Nov. 22. Strm Batican, 2,658, Griffiths, Sydney, Starr, coal.

Sailed.

Thursday, Nov. 19. Strm Nevada, Willett, Parrsboro, hal.

Friday, Nov. 20. Strm Anglo-Californian, 2,018, Farlow, Cardiff, J. T. Knight Co. hal.

Bttn Ethel Clark, 897, Chute, Post Williams (N. S.), Trinidad, with staves (in for harbor).

Sch Percy B. 299, Evans, Eatonville (N. S.) for New York with piling (in for harbor).

Sch Eskimo, 89, Pike, Apple River for Boston with lumber (in for harbor).

Sch Emma W. Day, Apple River for Boston, lumber (in for harbor).

Saturday, Nov. 21. Strm Chaleur, Hill, West Indies via Halifax.

CANADIAN PORTS

Shelburne, Nov. 19—Cl. schs A. V. Conrad, Corkum, Barbados.

Parrsboro, Nov. 19—Ar. schs Scotia Queen, Marsters, St. Andrews, to lay up; Lotus, King, Eastport, to lay up.

BRITISH PORTS

Hartlepool, Nov. 19—Slid, strm Flexion, St. John.

London, Nov. 17—Slid, strm Montfort, St. John.

FOREIGN PORTS

Boston, Nov. 17—Ar. sch C. T. W. Plympton, Salem.

New London, Nov. 17—Ar. schs Lanté Cobb, Calais for St. John; Jennie S. Hall, Parrsboro (N. S.) for Hantsstead.

Nov. 19—Slid, sch Delta, Pascaoula, Calicut, Miss. Nov. 18—Slid, schs Zetia, Colon, Mella, Cienfuegos.

Portland, Nov. 19—Slid, schs Wandriam, New York; Domain and Francois, Boston.

Gloucester, Nov. 17—Slid, schr Monty, Calais, to St. John.

Portland, Nov. 17—Slid, schr Emily J. White, Biddeford.

Nov. 17—Slid, schr Trilby, Little River (N. B.); C. W. Plympton, Florence E. Melanson, Yarmouth (N. S.).

Vineyard Haven, Nov. 17—Slid, schs Eddy, Lunenburg; Rosette, M. Walls, Portmouth, Express, Halifax.

Havana, Nov. 19—Ar. schr John I. Treat, New York, 18th, strm Bells, New York, Nov. 18—Ar. strm Silver Leaf, do; C. D. Pickett, Pascaoula.

Stavanger, Nov. 10—Ar. strm Livingstone (Nor), Jacobson, Sydney (C. B.).

New York, Nov. 18—Ar. strm Anna, Cheticamp, schr Wanola, Windsor.

City Island, Nov. 18—Passed, schr Penhook, Perth Amboy for St. John; hulk Allanwide, New York for Bridgewater.

New York, Nov. 20—Ar. strms Acadia, Liverpool; Roma, Massachusetts.

New York, Nov. 19—Ar. strm Oscar II, Copenhagen; Cameronia, Glasgow.

Returned Nov. 19—Schs Alloua B. Crosby, for Parrsboro; schs Pendleton sisters, Calais; Georgietta, Salmon River (N. S.); J. Howell Leeds, Sullivan; Danielta; and Joanna, Stonington.

Vineyard Haven, Nov. 19—Ar. sch Allanwide, New York for Bridgewater (N. S.).

Gloucester, Nov. 19—Ar. sch Trilby, Little River (N. S.).

New London, Nov. 19—Ar. sch Mayflower, Parrsboro.

CHARTERS

Strm Rappahannock, 2,511 tons, from the Atlantic range to a French port, with horses, p. 1, November-December.

Strm Shenandoah, 2,499 tons, same.

Strm Kanawha, 2,468 tons, same.

Strm Delmar, 2,231 tons, from St. John to a French port, with hay and oats, lump sum, November-December.

Boston steam Frisco, 2,226 tons, from St. John to West Britain or East Ireland, with deals, 60s, November-December.

Our Unavailable Desters. (Toronto Star).

The rains that fall in black November are quite the dampest we remember. Now, for a mild and gentle dry rain, we'd like a May, June, or July rain.

WE HAVE

Long Leg Kip Boots

At \$3.50, 4.00, 4.50, \$5.00

High Leg Laced Boots

At \$3.50, 4.00, 4.50, \$5.00, \$6.00 and \$7.00

Men's and Women's, Girls', Boys' and Children's Shoes made to stand hard, out of town wear.

There is no dissatisfaction when you buy our shoes.

We do not sell shoddy goods.

Mail orders by parcel post.

Francis & Vaughan

19 King Street

CONDENSED NEWS; LOCAL AND GENERAL

The St. John bank clearings for the week ending yesterday were \$1,157,740, corresponding week last year, \$1,244,950.

At the office of J. B. Jones, inspector of vital statistics, last week, twelve marriages were recorded, and fourteen births, ten of the number boys.

Fourteen burial permits were issued by the board of health during last week. The causes of death were: Inanition, three; senile dementia, two; influenza, one; leukemia, myocarditis, endocarditis, rheumatic sclerosis, cardiac degeneration, mitral regurgitation and accidental drowning, one each.

Mrs. H. A. Wallace of Brown's Riads has received a letter from her son, Charles Wallace, who went to England with the first contingent. He is feeling well and more than enjoyed his trip across the Atlantic, and just when they would be called to sea, when they were in the Atlantic, he was informed that his father was formerly employed with Percy J. Steak of Main street.

The postmaster desires that those forwarding letters or parcels addressed to the Canadian and British expeditionary forces or to members of the French and Belgian armies, should have the letters and parcels properly prepaid, else they will have to be listed and sent to the dead letter office. International postal service requires this action to be taken.

Mr. and Mrs. H. C. Groves, of Brownville, have received letters from their son, who is a sergeant-major in the ammunition column on Salisbury Plain, and by his speed in glowing terms of the life there. He likes everything. He was one of the Canadian contingent at the coronation and he hopes to see old acquaintances.

A patriotic concert and pie social was held at Cole's Island in aid of the Belgian relief fund at which, in spite of the inclement weather, there was a large number present and the sum of \$22.00 was taken. Miss Macdonald, with Misses Long and West provided the entertainment and the Grange Hall was given for the concert. A large quantity of clothing and canned goods to the Belgian fund.

Fairville was greatly shocked yesterday morning as the crowds were on the streets chattering about the death of a sudden death of one of the oldest and most respected citizens, Frederick Wolfe, who passed away while on his way to his office, after a long illness which had lasted for several years.

Mr. Wolfe had reached the Methodist church when he was seen to stagger and fall. Three minutes were required to carry him to the vestry of the Methodist church and expired in four minutes before medical assistance was available. The services were held at the home of Mrs. Wolfe, who had been in the hospital for two years ago. He leaves his wife, one son and one daughter.

OBITUARY

James Kane.

The death of James Kane, who resided all his life at Golden Grove, occurred Wednesday evening, Nov. 18, at his home, 100 St. John street. He was eighty-two years of age and is survived by his wife and two sons, John and William Kane, of this city. Mr. Kane had been in failing health for some time. His funeral will take place this morning at 10 o'clock, the interment being in the cemetery where he had lived as a farmer until a few years ago.

R. Smith Pickett.

The death of R. Smith Pickett, took place at his home, Kingston, Kings Co., Nov. 19, after three weeks' illness. A widow and five children survive. The death was caused by pneumonia, which he contracted while on a farm in the West. His funeral will take place this morning at 10 o'clock, the interment being in the cemetery.

Mary Jane Armstrong.

Friday, Nov. 20. The death occurred yesterday of Mary Jane Armstrong, at her residence, 35 Union street. The deceased, who was in her 90th year, was a daughter of the late Noble Armstrong, of Ennisville, Ireland. The funeral will take place this afternoon at 3 o'clock from her late residence.

Lieut. Col. John L. Marsh.

Fredericton, Nov. 20—Lieut.-Colonel John L. Marsh died at his home in Fredericton. He was one of the most widely known men in the province, having been police magistrate at Fredericton for forty years and had always taken prominent position in the life of the city. He was 88 years of age.

He was admitted to the bar in 1860 and had been a member of the bar since that time. His educational career had been most brilliant and he was the oldest living graduate of the University of New Brunswick. In other spheres, too, he was most active, and was a second officer commanding the 74th Regiment, after its formation, and always took a keen interest in the work of the militia even up to the last few weeks before his illness.

Prior to his appointment as police magistrate, he was for many years a clerk of Fredericton, though there are comparatively few in the capital who can now remember his holding that office. He only retired from the magistracy in May last. He leaves two daughters, Mrs. J. Ernest Powers, of Cambridge, N. B., and Mrs. M. J. Marsh, at home, Col. H. H. McLean, of St. John, is a nephew, and Mrs. McIntosh, of St. John, is a niece.

Ferguson Andrew.

Campbellton, N. B., Nov. 22—(Special)—Campbellton was shocked this

EGG AND WOOL DEMONSTRATION CAR WAREHOUSE

Will Visit Many New Brunswick Points, Beginning at Hartland Nov. 25.

Here is the itinerary of the Dominion Demonstration Car, containing the Egg and Wool Exhibits of this branch, in regard to which a press notice was sent last week.

Hartland (N. B.)—Nov. 25, 1 p. m. to 9:30 p. m.

Perth Junction—Nov. 26, 8:15 p. m. to Nov. 26, 2:30 p. m.

Woodstock—Nov. 26, 5 p. m. to 9:30 p. m.

Fredericton—Nov. 27—1:30 p. m. to 9:30 p. m.

St. John—Nov. 28, 9 a. m. to 9 p. m.

Sussex—Nov. 30, 9:15 a. m. to 9 p. m.

Moncton—Dec. 1, 9 a. m. to 6:30 p. m.

Bouchette—Dec. 1, 7:30 p. m. to 10 p. m.

Sackville—Dec. 2, 9 a. m. to 7:30 p. m.

Amherst—Dec. 2—Dec. 2, 8:15 p. m. to 10:30 p. m.

The object of the wool exhibit is to assist farmers and city dwellers alike to gain a better knowledge of the character of the wool grown in this and other countries, and of the process of manufacture of the wool into the various classes of fabrics.

The exhibit is a large and complete one, and will be held at each of the points mentioned above. It will include a demonstration of the wool-growing process, and a display of the various classes of wool, and of the various methods of manufacturing wool into fabrics.

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