freight from Antwerp was of course an important one; but it does not appear to have challenged any enquiry at your Jenkins, Esq., will see to the insurance.

hands. You had 20s. for freight to "Mesgrs, Morton, Esq., & Co., are cepted by you. That was margin enough to have challenged enquiry. A letter in my possession from a leading shipping merchant, one whose name, if I was at liberty to give it, would be admitted by yourself as satisfactory authority, gives the following information on the subject of freight from Antwerp : - " In reply to your note, I may inform you that Antwerp is a very favourable port at which to ship rails for Quebec or Montreal. There are very large imports of grain and petroleum at that port, and usually there is a superabundant supply of tonpage there, both sail and steamer, so much so that it is quite common for veswas a tender, not for five thousand tons, by you, but which you altogether ignor-

It is true that the tender was not in accordance with the advertisement, which required that tenders should be sent in for rails "delivered on the wharf at Montreal." And it is also true that you had already informed one party that no tenders which did not comply with this condition would be received. I find the following correspondence at page 3 of man, & Co. which were not accorded to the printed return :-

"Philadelphia, October 23rd, 1874.

"Dear Sir: In making tenders for Steel Rails,' you require deliveries to be made at Montreal.

"I write to ascertain if tenders would be received for rails to be delivered at Liver-pool, and all matter of freight and insurance would then be in your hands. This course would bring out greater competition in the way of bids, thus reducing prices. "Yours truly,

(Signed) " PHILIP S. JUSTINE. "F. Braun, Esq., Secretary, "Public Works Department, " Ottawa, Canada."

"Ottawa, 27th October, 1874. "Sir: In reply to the enquiry made in your communication of the 23rd inst., as to whether the Department would accept ten steel rails delivered at Liverpool, England, &c., I beg to inform you that no such tenders would be accepted. In addition to the places mentioned in the specifications for delivery, the Department would have no objection to tenders for delivery on Georgian Bay, Lake Huron, or Duluth and Thunder Bay, Lake Superior.

" I have, &c., (Signed) "F. BRAUN, " Philip S. Justice, Esq., "Secretray. "No. 14 North Fifth, street,

"Philadelphia, Pa., U. S."

The only advertisement for tenders was that requiring them to be sent in by the 8th October, the time being subsequently extended to the 15th November. The correspondence brought down shows that you made a private arrangement for an additional quantity of rails, without er. and printed above. It is not neceser. and printed above. It is not necessary that I should reproduce here all the correspondence. It shows that negotia-

" Dear Sir: In reply to telegram of the 7th inst., we beg to advise you that we have purchased account of Dominion Govern3. C. E. Jacques & Co., Montreal. ent 5.000 tons Bessemer steel rails, at £10

10s 0d f o. b. Liverpool; cash against bills of lading.
"We have also contracted frieghts to Vancouver Ports, viz : Esquimalt, Cowichan Bay, and Nanamio, at £2 5s 0d sterling per

Now that that tender was as low, if not much lower than any accepted by you, every business man acquainted with the trade will admit. The question of freight from Antwerp was of course an order of the trade will admit.

The Agent-General of the Dominion E. "Messrs. Morton, Rose. & Co., are the bring this tender up to the highest, ac Financial Agents of the Government in London.

"I have, &c., F. BRAUN, " Secretary. "Messrs. Cooper, Fairman, & Co.,

" Montreal." Now it will hardly be contended by you that that "purchase,,-and the term certainly applies here—was by even if the lowest, should not be accepted if there was the slightest doubt of its having been transmitted to the departmuch so that it is quite common for vessels to proceed to Wales or the coal ports on the north-east coast of England in search of a coal or iron freight. It is quite safe, therefore, to say that freight would have been as cheap from Antwerp as from Meddlesboro' or Cardiff. By steam rates ranged from 12s to 20s stg: per ton in 1874 and 1875, and I think 15s may be taken as a rate and I think 15s may be taken as a rate at which there would have been no difficulty in shipping rails from Antwerp to Quebec or Montreal in 1874 and 1875."

If that statement is correct, and I have that statement is correct, and I have that of its correct that of it no doubt of its correctness, then here tity of rails, and upon that point I offer price for delivering these rails in Montreal no opinion here, most people will say or Duluth and French River would be \$5.60 was a tender, not for five thousand tons, but for three times that quantity, at 5s that the lowest tender accepted by you, which was not only not accepted by you, but which you altogether ignorfor steel rails f. o. b. at Liverpool would that at which you "purchase" them from "the Montreal firm," acting as brokers for the Government.

I think it will be admitted that these facts prove that special advantages were accorded to this firm as Cooper, Fairothers or to the public generally, and that the well established principles of as they are of my statements, present a record without parallel in the past, I department with the public of this per ton. country. The letters which are printed above show that Cooper, Fairman, & Co. were retained by the Government as brokers to make arrangement for freight for Vancouver Island. Why should they have been so retained? Why was no effort made by inviting competition to get the lowest freights? You had an offer from other parties to transport the rails to Vancouver. Here is a letter which establishes that fact :--

By Telegranh from New York to Hon. A

"Mackenzie.

"Montreal Telegraph Company,
Ottawa, 11th January, 1876.

"Have just received contract duly executed by Guest & Co., which we forward to you. We learn, through a Transportation. Company, that you may want some rails at British Columbia. Will you consider a proposition from us to ship one lot direct there, or for an additional ten thousand tons to be sent there? Please telegrah reply. (Signed).

" PERKINS, LIVINGSTON, POST, & Co."

The suggestion that permitting tennoticing. And yet, as in the case of the ders to be sent in f. o. b. at points of Antwerp tender, the acceptance of which of yours, have some interest in this line.

brought down last session:

4. Chas. Stephenson, Montreal....
5. Cox & Green, Montreal..... Holcomb & Stewart, Kingston . . 7. J. H. Beatty & Co., Thorold ...

8. W. H. Perry, Buffalo.....

to be favoured with the address of your bankers in England, to whom we suppose the bills of lading will require to be presented. Kindly confirm the contract as soon as passible, to enable us to cable reply, the necessary documents to follow.

(Signed), "Cooper, Fairman, & Co." Hon. A. Mackenzie, Ottawa."

Ottawa, 21st January, 1875.

"Gentlimen: In reply to your several communications on behalf of Messie. Nay-

That Mr. E. Samuel, who is the lowest that the orginal date of that letter is not bidder on the list given above, is not a given. steamboat owner.

The Minister, therefore, recommends that the offer of Messrs. Cooper, Fairman, & Co. be accepted.

The Committee submit the above recom mendation for your Excellency's approval. Certified.

W. A. HIMSWORTH, (Signed). Clerk Privy Council. To the Honourable The Minister of Public Works.

&c., &., &c. The plea upon which Mr. Samuel's tender was rejected in favor of parties who had not tendered at all, and who were permitted to make an offer after the tenders were in tender. Having regard to your contention, in the Palen case, that a tender, even if the lowest, should not be accepted. Mr. Samuel offered as surety even if the lowest, should not be accepted. Mr. Butters & Co., and in Montreal it is not necessary to say that that was surety enough for the performance of a much larger having been transmitted to the depart-ment within the time specified in the Moreover, you had just made arrangements certainly sufficient to justify the belief Samuel. Now there were two other tenders that an advertisement asking for tenders sent in in November which mentioned a price at which the rails would be delivered have brought offers at a lower price than at these points on Lake Superior. The first nership existed. But it is only proper to was embodied in the following letter:-

> "Ottawa, Ont., November 14th, 1874. " Dear Sir: Should the Government pre-fer to have these rails delivered at the following points: Duluth, Fort William and Georgian Bay, instead of Montreal, we can deliver them at Duluth and Georgian Bay at \$4 per ton additional, and at Fort Wil-

"Your obedient servants, (Signed,)

PERKINS, LIVINGSTON, POST & Co., "Agents of Guest & Co. The Minister of Public Works."

And the second was in the tender of T. V. Allis, of New York, in which occurs this passage, "with the option of delivering at Duluth or Georgian Bay at \$5 per ton additional." Now, here was one offer at \$4.75, eighty-five cents less than that of Cooper, Fairman, & Co., and another at \$5, sixty cents less, and yet both of these were ignored by you when, in violation of every principle of the contract system, you threw out all the enders sent in, and made a private arrangement with Cooper, Fairman, & Co., on the flimsy excuse that Mr. E. Samuel was not a steamboat owner. The "Merchanta" Lake and Steamship Line" have, I have been told, some owners in whom probably you felt sufficent interest to strengthen you in your determination to throw this additional profit in the way of Messrs Cooper, Fairman, & Co. Messrs. Norris & Neelon, at that time Now, that was surely a proposal worth

shipment would enlarge the field of competition and thus advantage the Government, was one which most people will Messrs Cooper, Fairman & Co., the offer ment, was one whom the most people will Messrs Cooper, Fairman & Co., the offer much as the close of last session, from the return laid upon the table by you at the close of last session, that your statement that no steel rails, were bestowing the most remarkable favouriism, purchased by you from any Montreal firm ment, was one which most people will Messrs Cooper, Fairman & Co., the offer say might have been accepted. It was was not even designed the courtesy of a not accepted, and, as a result, the courtesy of a couplest the advantage which the courtesy of the say might have been accepted. It was was not even designed the courtesy of a was, in the impression it conveyed, inaccurate maturity being increased by every additional companies on the say of the s not accepted, and, as a result, the country lost the advantage which, the one tender sent from Antwerp shows, might have resulted from such a course. It was announced, however, as the policy of the Government, and had it been strictly adhered to, all that could have been said in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it should be advantage which, the country is a fine the arrangements for the British Columbia rails being to all intents and purposes a purchase from Messrs. Cooper, Fairman, & Co., I have shown that your statement to the Department in relation to the contract already entered into for 5.000 tons with Messrs. Guest & Co., and on the adhered to, all that could have been said in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to it was that it was hardly replied to. But no reference was made in relation to the same month that letter was shown that your statement the lowest tenders being and intents and purposes a purchase from Messrs. Cooper, Fairman, & Co., I have shown that your statement from your Watford speech that you have given that all were obtained by open competition after a month's advertising." was inaccurate, the January arrangements mention ed being a purchase without tender. I have shown that your statement was an purchase from Messrs. Cooper, Fairman, & Co., I have shown that your statement from your Watford speech that you have given that all were obtained by open competition after a month's advertising." was inaccura the wisest policy to secure the widest to the letter of the 11th January, asking competition and as a consequence, the simply that they might be permitted to competition and as a consequence, the lowest price. It was not adhered to; make an offer for the ship, ments of rails and this brings me to your statement to British Columbia, about which you that all the rails "were obtained by open were at the moment in private negotianes and the parties represented by were at the moment in private negotianes. The parties represented by the parties represented eompetition after a month's advertising for tenders."

were at the moment in private that all the rails were obtained by open to the question of the question That is not all. In April, 1875, you advertised for tenders for the transport of rails from Montreal to Fort William tenders gat a lower price to furnish a grossly offensive telegram to the Ministerial or Duluth, and in relation to the tenders sent in I find the following in the return deal with your last statement that no brother most appropriately can be applied the coarse or relation of yours had "any interest, dian additional quantity of rails, without tender, and in violation of the terms stated in Mr. Braun's letter to Mr. Philip S. Justice, dated the 27th October, and printed above. It is not necessity of a Report of a Committee of the Honourable the Privy Council, approved by his Excellency the Governor-General in Council on the 30th of April, 1875. culty in proving to have been equally inac-curate with your other statements. I correspondence. It shows that negotiations were going on between your Department and Messrs. Cooper, Fairman, & Co., in relation to an additional quantity of rails, to be delivered f. o. b. at Liverpool, and that these negotiations resulted in an arrangement is proved by the following letters:

North and the proposals have been invited for the transport of 5,000 tons of steel rails and fastenings from Montreal to Fort William or Duluth for Lake Superior, during the season of 1875, the price to include all cost of handling, piling, insurance, and charges at all points, and that the undermentioned tenders have been received, the following letters:

Per ton. quite agree with your contention at Whithy Per ton.

1. E. Samuel, Montreal.

2. C. Edward, Kingston.

3. C. E. Jacques & Co., Montreal.

4. Chas, Stephenson, Montreal.

5. Co. E. Jacques & Co., Montreal.

6. Co. E. Jacques & Co., Montreal.

7. Co. E. Jacques & Co., Montreal.

8. Co. E. Jacques & Co., Montreal.

8. Co. E. Jacques & Co., Montreal.

8. Co. E. Jacques & Co., Montreal.

9. Co. E. Jacques & Co., Montreal.

9. Co. E. Jacques & Co., Montreal.

9. Co. E. Jacques & Co., Montreal. 6 50 there is no down about the mirrors of the 6 50 position of Ministers of the Crown, make 7 00 sacrifice enough for the public, if they are 7 00 contact and unselfish in the performance of 6 their duty, without extending those pagricular. That in a tender made in November last, fices to all their relations. But the public Bay, and Nanamio, at £2 5s 0d sterling per ton.

'Should you require the track bolts for the supply of steel rails, Messrs. Cooper, this lot, we can arrange for them and in clude. We are advised that steel rails are now held at £11 0s 0d. We would be glad to be favoured with the address of your

That in a tender made in November last, for the supply of steel rails, Messrs. Cooper, will agree with me in the opinion that, having regard to the disposition of this wicked world to suspect wrong-doing in public men, a Minister should be additionally careful to avoid even the appearance of evil, where a relative is concerned in any contract or address of your or wharfage dues at the ports named:

Who composed the firm of Cooper, Fairman, & Co.? At first there was a feeble ef-fort made to deny your brother's partnership in it, but that was abandoned. The notice f partnership in the Prothonctary's office in this city, settled that point. Lest some people may not have seen it I give it here

Province of Quebec.
District of Montreal,

We, the undersigned, do hereby certify that we have entered into co-partnership, under the style or firm of "Cooper, Fairman, & Company," as merchants, which firm consists of James Cooper, of the City of Montreal, and Frederick Fairman, at present residing at Waterloo, in the said Province, as general partners, and

CHARLES MACKENZIE, of SARNIA, in the Province of Ontario, as a special partner, the said Charles Mackenzie having contributed

Fifteen Thousand Dollars

the capital stock of the said partnership. Which said co-partnership commenced on the First day of January, Inst., (1873,) and terminates the First day of January, 1878. Dated this second day of January, one thou sand eight hundred and seventy-three,

(Signed) JAMES COOPER, F. FAIRMAM, CHARLES MACKENZIS.

signed in the presence of (Signed) JOHN C. GRIFFIN. N. P. Fyled and registered this seventh day of January, one thousand eight hundred and (Signed)

HUBERT, PAPINEAU, & HOKEY,

Now, that was a special partnership, and now, that was a special partnership, and under the law any dissolution of it required to be effective, to be registered in the same manner. No such dissolution had been registered at the time I made the statement which you contradicted, and in law, therefore part say that Messis. Cooper, Fairman, & Co place, and a new partnership been entered into; and referring to the registry of general partnerships I find the following:

Province of Quebec,
Dristrict of Montreal. We, James Cooper and Frederick Fairliam at \$4.75 additional, conditional as to man, both of the City of Montreal, Hard-the delivery at points named, that there be a ware Merchants and Importers, hereby certheir advantage. But I have a couple thereto, and that the consignees are to unfolder illustrations, which, confirmatory load, Not knowing if it is the intention of Montreal, in partnership under the page of th load. Not knowing if it is the intention of Montreal, in partnership under the name or the Government to insure the various car firm of Cooper, Fairman, & Company, and as they are of my statements, present a record without parallel in the past, I venture to say, in the dealings of any department with the public of this per ton.

The Vorenment to insure the various care in the Cooper, Farman, a Company, and goes on the Lakes, we have not included the since the said co-partment day of May last, and that venture to say, in the dealings of any department with the public of this per ton. day the only members of the said partner-ship. Witness our hands at Montreal this

twen lieth day of July, one thousand eight hundred and seventy-five. (Signed), JAMES COOPER, Fyled and enregistered this twenty-fourth day of August, one thousand eight hundred and seventy-five.

HUBERT, PAPINEAU, & HONEY,

P. S. C. Assuming that to have operated as a dis solution of the previous special partnership, it shows that your brother's interest lasted at least up to the 4th of May, 1875, and therefore continued during the entire period that the extraordinary proceedings exposed by the official return were going on. On his retirement be received his capital, in retirement he received his capital, in the form of promissory notes, payable if I mistake not, at the Exchange Bank in this city. The taking of promissory notes, the first of them payable in January, 1876, may fairly be assumed as proof that it was not convenient for the firm to pay in cash. So that at the moment that you were stating that no brother or relation of yours had "any interest, direct or indirect, near or remote, in any of these contracts," your brother was the holder to the exrent of fif-

made for delivery during next season at £7.

I have thus, sir, fulfilled the intention l most appropriately can be applied the coarse expression "deliberate falsehood" in connection with this now famous steel rail

I have the honour to be, Your obedient servant. THOS. WHITE, Jr. Montreal, 15th September, 1876.

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hite and colored shirts and undershirts, 20 doz Merino, Cotton and woollen socks. A sptendid assortment of New Styles Woolen Shawls, Clouds, etc. IN READY-MADE CLOTHING, a first-rate stock; Coats from \$3:50 to \$16:50; Suits from \$6:00 to \$16:00. The first instalment of

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