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Daily News Building, Third Ave., Prince Rupert, B. C. Telephone 98.

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THE CITY SOLICITOR'S DEFENCE

In a letter which ranges from the pertinent to the impertinent the city solicitor has plunged into a defence of the G. T. P. agreement, and denies the charge that certain property owners are to be precluded from voting on Saturday.

This letter is printed in full in an adjacent column.

The city solicitor terms the article pointing out the flaw in the assessment agreement "absolute nonsense." That the public may judge fairly, the News prints gratuitously the whole of the bylaw on another page, and reproduces in fulll the article which Mr. Peters declares to be "absolute nonsense."

The News has taken Mr. Peters at his word and sought legal opinion upon the point. The legal opinion thus far obtained supports the News' position that there is nothing in the clause to prevent the railway company from taking over the property of the development company, and placing them under the shelter of the $15,000 a year assessment.

There is nothing in the bylaw to preclude the railway company from purchasing lands from the development company like any other purchaser of townsite lands, whilc clauses 11 and 12 clearly state that the sum of $15,000 is to cover the railway company's taxation "in lieu of all municipal taxes, rates and assessments of every kind whatsoever to be levied by the city against the railway company and upon or in respect of the lands of the railway company . . . and all the personal property of the company within the city limits. for a period of ten years from the 1st day of January, 1911." The Grand Trunk Development Company is not bound in any way by the agreement as to how it shall dispose of its lands, other than those which are to be transferred and leased to the city.

As a matter of fact Section E, comprising the whole of the G. T. P. reserve and which was assessed for $663,500 to the development company carrying a taxation at 15 mills of $9,953.50 has been taken in by the railway company this year under the present agreement. And there is nothing in the agreement to prevent the railway company from doing the same in regard to sections 2, 3, 4, and 9 whenever the development company acres to make a transfer of the property to the railway company.

Mr. Peters' assurances that all is weil count for nothing if not fortified by clauses in the agreement. Mr. Peters is equally emphatic that he can outrage Clause 75 of the Municipal Clauses Act by placing two objects of expenditure in one money bylaw, though other lawyers are willing to stake their legal reputations that the words of the Act mean just what they say.

When Mr. Peters attempts to lecture the press for making statements about the voters' list without verifying them, he comes to a point where he can be advised to attend to his own knitting. Every statement made in the News editorial was personally verified by the writer of the article before writing. In every instance the verification was made through a responsible City Hall official. And every City Hall official interviewed agreed that Mr. Peters was the gentleman responsible for the ruling that the voters' list had to be compiled from the assessment roll of December 1910 and not from the assessment roll of the court which opened on June 5th 1911.

The "author of this very peculiar proposition," is said to be Fred Peters. If a new ruling has been given out, it is only since the News investigated and exposed the matter.

The exposure was not made until four days before the election, If a new ruling has been made, it cannot affect those whose first warning of the loss of their vote came through the News. Take a typical case where the facts are indisputable. Under the ruling of the city solicitor a vote has been refused by the City Clerk and the City Assessor to a citizen named J. S. Cowper who is the registered onwer of Lot 36, Block 28, Section 6. The transfer has been registered and a declaration made at the City Hall. Yet the vote on that lot, which has been denied the registered owner, is given to Charles Winders of Portland, Oregon, an American citizen and non-resident who has not owned an inch of Prince Rupert property since October 1910.

The News challenges the city solicitor to dispute these facts. The people of Prince Rupert can draw their own conclusion as to the reasons for refusing a vote to J. S. Cowper, and for awarding it instead to a man who is not a citizen of Prince Rupert, not a property owner of Prince Rupert, and not a British subject.

Instead of writing articles for the press, the city solicitor would be better employed in attending to his business, which is to see that the city is properly protected in its legal instruments, and in seeing to it that loyal citizens are not disfranchised and their votes given away to aliens. All of which brings us back to the question raised by this journal when Mr. Peters' services were advocated by Alderman Newton on the grounds of economy, and dealt with in an editorial entitled "Are cheap lawyers cheap?"

The city solicitor's action in regard to the bylaws is an added reason for voting them down.

(Mr. Peters' letter will be found on Page 6)

Why I Will Vote Against G.T.P. Assessment Bylaw

By A PROPERTY OWNER

"Being a property holder in Prince Rupert and representing outside capital invested here, I have both a direct and an indirect interest in the G. T. P. assessment agreement, and believe that a few words of comment upon the same would be timely.

"Clause 1.—Objection may be taken to Clause 1, upon the ground that some of the property set out is property which according to the sale maps appear to be vacant spaces, and upon that understanding, people purchased adjoining lots and gave com-pe tition prices therefor. Now the Development Company intends to convey the land to the city in fee. This is in effect selling this land twice, and if the legal aspect of the matter were gone into, I should think it most likely that the company could be restrained from such an action. In any event, the Development Company should know that certain of these vacant pieces of land adjoining property which has been sold has been paid for by the people. If these vacant places are to be alienated to the city, which I think quite proper, it should be for park purposes only.

Clause 4a.—"Why should the city not have the privilege of assigning or subletting this property for limited periods for athletic purposes and other kindred recreations without being under the necessity of referring to the Development Company and to the Province for their consent. Surely the city is a responsible trustee for the public and sufficiently rational to be entrusted with the management of this land within the sphere of park and public purposes.

"Clause 4c.—Here again the restriction appears to be too great. If the city wished to start a wild animal garden and to fence off portions of land for that purpose, and to build animal sheds and pens, consent would have to be obtained. Is not this an awkward and unnecessary provision? Further, there is no provision to the effect that such consent shall not be arbitrarily withheld. No more petty hold-up tactics have ever been practised than when the President of the Grand Trunk Pacific Railway Company wired (as I am informed) to the last council to the effect that unless the council desisited from attempting to float debentures in London, England, that he would see to it that the disagreement in regard to the assessment between the railway company and the city was well advertised in London financial papers. Companies do not fail to take advantage of every opportunity, the letter of the law and technical limitations included, when their ends are served thereby, and there is no reason why the citizens of Prince Rupert should think that the Grand Trunk Pacific Railway Company is an exception.

Clause 5 .—"Why should a cemetery site, of all places, not be granted in fee simple for cemetery purposes?

"Clause 7.—This clause means nothing. The railway company is not bound to do anything by this section at all. It is a well known aspect of human nature that engineers do as their masters tell them, and if the railway company does not wish to grant any easement at all, all it has to do is to instruct its engineers accordingly and there is an end to the matter. The powers of expropriation are statutory and unaffected by this section, which is merely an imaginable gratuity, so much tinsel held up by the railway company to the electors of Prince Rupert.

Clause 8.—"This clause means nothing. The most self evident of all axioms is that the completion of a task may be further removed in point of time from its commencement than the end of eternity. The railway company has to commence these works and it may be any one of them (for there is nothing requiring the railway company to work at the various buildings concurrently) within three months, and end them when it likes or never. 'With all reasonable dispatch' is beautifully indefinite and depends for its meaning upon the point of view taken; for the company it will mean when needed, for would it not be unreasonable for the company to expend money on buildings for which it would have no use, thereby being out the interest on the money, also the expense of upkeep and loss by deterioration. Truly it would be unreasonable for the company to be guilty of any such thriftless improvidence. Further, if the company is prepared to commence these buiidings, etc., within three months, where are the plans, specificarions, etc., and why cannot a minimum cost be inserted? I have no recollection of ever reading a more indefinite and futile agreement, and I have no faith that the railway company will go out of its way to do anything that is not 'so nominated in the bond' Its solicitude for Prince Rupert as distinguished from its own advantage will be nil. Self interest is the creed of corporations and they have neither soul or honor for the citizens of Prince Rupert to bank on.

Clause 9.—"The same criticism applies to this section only the railway company reveals a little more of its plans. Everyone expects the railway through in about two years, hence it will be necessary to have this hotel to take care of the traffic. If it were not so, the railway company would never build it. The City of Prince Rupert is just as sure of an hotel if no such clause were inserted. The railway company does not state a minimum cost or give any other information about it. This clause is merely so much word padding to make the citizens feel less keenly the fall from an annual taxation of about $100,000 to $15,000.

Clause 10.—"Why this section is inserted here, I know not, other than as an item of news. The agreement between the Dominion Government and the railway company stands upon its own foundation and will have to be carried out by the railway company regardless of this agreement, hence inasmuch as the railway company is bound to build this dry dock anyway, there is no consideration for a reduction in taxation and this section has no right to be here at all.

"Clause 11.—If sections 7, 8, 9 and 10 are worthless, this clause, I believe, is dangerous. The railway company is to pay $15,000 per annum 'in respect of all its property, real or personal, within the city limits.' What property does this include? Probably both the railway company and the city council would say the present land held by the railway company and the buildings hereafter to be erected thereon. That may be what the city council meant, but I do not think that is the reading of the section. What is to prevent the Development Company from transferring all its property to the Railway Company immediately after this agreement is ratified, yet under this clause it appears

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