

\$100.00  
IN PRIZES  
See page 2.

# THE AXE

PUT AND  
TAKE  
Competition  
Page 2.

A JOURNAL OF ACTION AGAINST REACTION

EDITED BY JOHN H. ROBERTS

"LAY THE AXE AT THE ROOT OF THE TREE"

No. 7

MONTREAL, FRIDAY, FEBRUARY 24th, 1922

Price: 5 cents.  
Annual subscription Two dollars.

## SHIRLEY OGILVIE'S LOVE STORY

Wealthy clubman and beautiful stenographer in pitiful drama of love. A story of a woman's love and a man's lust.

We are able to tear away the screen that so far has hidden the case of Mr. Shirley Ogilvie and Miss Martin from public view. Reputed millionaire, broker and financier, Ogilvie was sued by Miss Martin for \$100,000 damages for breach of promise and injury to her reputation. Miss Martin's action was a counter-action to one taken against her by Ogilvie demanding the return to him of \$45,000 which he declared to be the value of presents he had given her during the love-storm that prevailed between them when, old enough to be her father, he made violent love to her, promising to divorce his wife and marry her.

Coming on the heels of our revelations of last week concerning immorality in Montreal business offices, it throws an interesting side-light on the game played by many so-called business men to attract and entrap the girls and young women they meet in business life. The story has all the marks of sordidness that characterise the average sex drama of to-day and shows up our boasted Upper Ten in a most unsavoury light. There is shown the whole process by which the rouse secures his unclean desires, the inviting of an attractive girl to his office at the end of the day, the sad story told the trusting girl of domestic troubles and lack of understanding (My God, how women fall for it); the sudden embrace and kiss, the subsequent begging for forgiveness; the little attentions such as sending Beauty Roses during the girl's illness; the afternoon walks and tea together; the gradual winning of confidence and love; the trip to the Old Country at his expense to see her people, and her treatment as a princess by all on board the ship, which Ogilvie arranged (what money can do!); the hailstorm of letters and cablegrams while she was in Ireland, his request to her to take his word "without going before a clergyman" in the event that he would be unable to obtain a divorce; his renewed promise that he would marry her as soon as he could get a divorce; the presents of jewelry, the gifts of flowers, the sending of the girl to New York to purchase clothes for herself; the making of his will in her favor—these are all features of the case as alleged by Miss Martin and summarized by Judge Bruneau in his judgment, as set forth below.

Was ever a more pitiful self-revelation of weakness, infatuation, and infidelity given by a member of Montreal's highest social circles? We doubt it. Coupled with all these things, Ogilvie's allegations that Miss Martin was his concubine, his mistress, his "wife in name only"—things a MAN does not usually say after he has had his fill of pleasure at the expense of a woman's honor, and we have a lurid spot-light thrown on the private lives of men who prey upon the daughters of the poor to satisfy the lusts of the rich, thrown in such a way as to make the very name of Society stink in the nostrils of decent, clean-minded people.

### Court Holds that Miss Martin has no Right to Action taken.

The inexorable law of the land has dealt the first home thrust to the winsome plaintiff in the breach of promise action taken by Miss Sarah Elizabeth Martin, former stenographer to a Montreal firm of stock-brokers, against Shirley Ogilvie, Montreal financier and reputed millionaire, who was one of their clients. Miss Martin sued Mr. Ogilvie in the Superior Court for \$100,000 damages for breach of promise and injury to her reputation, as a counter action to Mr. Ogilvie's suit for the return of \$45,000 which he

estimates to be the value of presents he gave her during the ardent courtship, a feature of which was his promise to obtain a divorce and marry her.

Mr. Justice Bruneau held that, as Mr. Ogilvie was a married man when he made the promise, no right of action could arise, as the agreement was "illegal, immoral, contrary to public order and prohibited by law."

He also held that for the same reason the plaintiff had no right of action in respect to an allegation of concubinage made

### MISS MARTIN'S OWN STORY IN "THE AXE" NEXT WEEK.

Next week, THE AXE will publish Miss Martin's Own Story in her own words, a pitiful story of a greatly wronged woman who, idealising her love and her lover and implicitly trusting him was ruined and her whole life cast into the shadows by one of Montreal's leading social lights, clubman, financier and highly-placed citizen. We shall also print Ogilvie's legal declaration in his case against Miss Martin in which he demanded the return by her of his gifts amounting in value to \$45,000, the taking of which action by him was the cause of Miss Martin proceeding against Shirley Ogilvie for \$100,000 damages.

ORDER FROM YOUR NEWS AGENT EARLY.

by Mr. Ogilvie in his action against Miss Martin, a slur, which she indignantly repels, but which the judge declared the law did not compel the defendant to prove, as various authorities in ancient and modern law had agreed that under given circumstances certain conduct could be legally presumed. The judge agreed that "platonic affection" such as Miss Martin claimed she felt for Mr. Ogilvie was an idyllic state, but one which was so seldom encountered that the law could not assume it.

#### APPEAL IS INTIMATED.

Immediately the judgment was rendered Salluste Lavery, K.C., of Lavery & Demers, Miss Martin's lawyers, intimated an appeal. Mr. Ogilvie's action against Miss Martin, though lodged before her counter action, has not yet been decided.

Of such importance to the community did Mr. Justice Bruneau consider the case that his findings are embodied in a document of forty folios in which he summarizes the declaration of the plaintiff, which contained 157 paragraphs, comprising what the judge terms "une page d'un roman d'amour."

In the commencement of his judgment Judge Bruneau remarks satirically that the defendant has pleaded "for more ample particulars," which he could supply personally, no doubt, in all the particulars not mentioned in the case.

#### REVIEWS THE CASE.

Declaring that it would be impossible to decide the merit of the defence without a recitation of the facts which gave rise to it, Mr. Justice Bruneau related them as follows:

"The plaintiff alleges that she belongs to a respectable family, and that the defendant surprised her confidence, abused her good faith and profited by her youth and inexperience to estrange her from her relatives and the esteem in which they held her, to take possession of her mind and her heart and ruin her reputation under a promise of marriage, which he has not fulfilled, and afterwards accused her of being his concubine.

"The plaintiff made the acquaintance of

the defendant in May, 1919, in the office of Craig, Luther & Irvine, stockbrokers, where she was a stenographer, and where the defendant was one of the clients. After having taken his account elsewhere the defendant continued nevertheless to go to the office of Craig, Luther & Irvine, conversing from time to time with the plaintiff and offering to do her any service of which she might stand in need. In the early Autumn of 1919 the plaintiff asked the defendant to arrange an interview with a certain business man, one of his friends, which he did, and asked her to call at his office and let him know the result.

"She went there and thanked him for the trouble he had taken. The next day he telephoned her and told her he wished her to go to his office in the afternoon, which she could not refuse to do after the service he had rendered her. To her great surprise there was no one else present. The following day he again telephoned her to come to his office on her way home as he had something to tell her which he could not tell on the phone. She went there and learned only that the defendant desired at any cost to see her every day.

"She told him that this was putting her in a false position in view of her youth, if she went to his office without a particular reason, and that he was not to insist, as she had only gone there at his wish to express her acknowledgment of his services, at the same time telling him that similar visits would be very inconvenient. The defendant admitted he was wrong, made excuses and blamed his domestic troubles, with which he made her acquainted. Out of sympathy and to help him sustain his courage she promised to visit him, but the moment when she rose to go the defendant tried to embrace her. She was so much frightened that she was unable to reproach him and she left immediately.

#### DEFENDANT APOLOGIZED.

"Next day the defendant telephoned her and apologized. He asked her to come again to his office, but she energetically

(Continued on page 3)

"Miss MARTIN'S OWN STORY" Next Week. Order Early

# PUT AND TAKE

Competition Number 1

**\$100.00 MUST BE WON!**

First Prize **Fifty Dollars**

Second " **\$25.00**

Third " **\$10.00**

Three other prizes of **\$5 each.**

## HOW TO WIN

All you have to do is take the phrase.

## WHEN BILL KISSED MARY.

and make a new phrase by substituting for each word another word with the same number of letters. You "take" away the old words, and "put" new words in their places. Thus:

Take out WHEN and put in another 4 letter word.

Take out BILL and put in another 4 letter word.

Take out KISSED and put in another 6 letter word.

Take out MARY and put in another 4 letter word.

The new phrase must have some bearing on the phrase given. Contractions such as "don't" "it's" "can't" can be used as words.

These examples will show you the idea.  
**POOR GIRL NEARLY DIED.  
FRED SHOT LOVERS DEAD.  
BOTH FELT CUPID'S DART.**

When you have thought out your phrase write it, in ink, on the Coupon below, and sign your name and address. Then cut out the Entry Form, and post it, together with 25 cents, in stamps, currency or money order, to arrive not later than Monday, March 13th, 1922. Address your envelope:—

"PUT and TAKE" No 1,  
THE AXE,

105 Coronation Building, Montreal.

You may make as many attempts as you like, but each attempt must be written on a separate coupon and accompanied by 25 cents. Competitors who are unable to obtain extra copies of the paper to make additional attempts may copy the Coupon on to a piece of notepaper. Use a separate sheet for each additional attempt.

The prize of \$50 will be awarded to the sender of the attempt which is considered to be the best by the adjudicators, by whom originality of idea will be taken into consideration. The remaining prizes will be awarded to those competitors whose attempts are considered next best in merit. In the event of a tie the first prize will be divided.

All competitors must comply with the general conditions printed below.

Enclose 25c with this Coupon.

"PUT AND TAKE" No. 1.

(WHEN) .....  
(BILL) .....  
(KISSED) .....  
(MARY) .....

I agree to abide by the Editor's decision published in "The Axe," and to accept it as final, and I enter only on this understanding, and I agree to abide by the conditions printed in "The Axe."

Signed .....

Address .....

(Please write clearly).

## OUR ALDERMAN, BOOKIE, AND GAMBLING HOUSE PROPRIETOR.

Alderman-Bookmaker-Keeper of a Gambling House—and Wrecker of at least one man's whole fortune— what a combination!

This phenomenon occurs not in New York or Chicago but right here in our beloved Montreal. Elected to protect the people's interests, having a part in the administration of the City, which includes the proper enforcement of law, and stamped with the badge of honor by reason of his being the people's chosen representative for his ward, one of our Civic Fathers has gotten rich by hand-bookmaking and running a gambling house, which he is doing to-day.

In the last five years this Alderman of the City of Montreal must have made a hundred and fifty thousand dollars out of his handbook. Day by day, rain or shine, he has sat "at the receipt of custom" gathering in the shekels from the poor fools who think they can beat the game, until he has amassed by these unholy means a fortune. Undisturbed by the Police, unafraid of any interference, rejoicing in the possession of a good thing, he has gone his way unmolested and dares to sit in "the seats of the mighty" in the City Hall, an unpunished criminal laying down the law for the decent people of the city and sharing in the control of the Police Force which compels other citizens to observe the laws this man breaks with impunity and, apparently, immunity. We are not starting a campaign against the Police in this matter. They are but human, they have their jobs, their families, their future to think about and, if they know about this unworthy Alderman's defections from civic virtue, it is almost too much to expect of them that they will interfere with one of their civic employers. Yet a fellow near by, doing a similar business but on much smaller lines, was raided only quite recently and duly dealt with by process of law.

Now, we assure readers that we know this man, his name, his address. We are naturally trying to speak carefully for obvious reasons so that we ask our public to believe that although at present we do not name this Alderman in our columns that we are prepared to do so if it should be necessary. The business is carried on so openly that everybody interested might easily know about it. Only lately this bright specimen of Civic Fatherhood gave a party to his fellow-aldermen, when ten or twelve of them attended. They should know all about what goes on there. Frequently there are oyster suppers and to give a little vim and verve to the proceedings there's always whisky and gin, etc., on hand. We are not quite sure if the admission fee to the oyster suppers covers the price of drinks supplied or separate payment is made for same. But the Alderman is running a "blind pig" also. We could say a lot more but we don't want to say anything that will indicate either the situation of the premises (for fear of increasing the Alderman's business) or the name of the Alderman-bookie-bootlegger. All we want to say further is to tell the story of one of this man's victims.

Picture a young man, married, with two or three children, a partner in a fine business from which he drew ten thousand dollars a year, in addition to his share of the profits, now brought to ruin by this shark and his partners. In a year or little more they have succeeded in getting away from him one hundred and fifty thousand dollars which often was taken from him at the rate of a thousand dollars a day, playing the horses. When this big sum was gone all the young man had left was some real estate. This the Alderman and Co. bought from him and then they got that money away from him and into their own pockets, just as they got the other. Then they fired him out, told him to "clear to Hell out of that". They took the hair from his furs, as the saying is, and also the furs from his heirs. By which the Alderman will know that we know who the young man is and what the business he was formerly a partner in.

What's to be done about it. Well, there's the police. We'll give them a chance. We hold nothing against the police nor are we criticising them. But things happen when THE AXE gets after things. That's all for the present.

### GENERAL CONDITIONS FOR "PUT and TAKE" COMPETITION.

1. Where entry forms are provided, these must be used by competitors.
2. All names and addresses must be written in ink by the person competing.
3. Any competitor competing under a false or assumed name may be disqualified.
4. Solutions themselves may be type-written or printed, but under no circumstances may they be written in pencil.
5. Any coupon or entry form on which an alteration has been made will not be admitted.
6. Each competitor may make any number of attempts. Each such attempt will be judged independently, but all attempts may be sent in the same envelope. The stipulated entrance fee must accompany each attempt.
7. The Editor will accept no responsibility in regard to the loss or non delivery of any attempt submitted. Proof of posting will not be accepted as proof of receipt or delivery.
8. No correspondence will be entered into in connection with the competition and telegrams will be ignored.
9. The Editor reserves the right to disqualify any competitor for reasons which he considers good and sufficient, and the Editor's decision with regard to all questions relating to the competitions, whether before or after the award, will be absolutely final and legally binding. Competitors can only enter on this distinct understanding.
10. In the event of ties, the Editor reserves the right to divide the prize, or the value of the prize, but only one prize, or share of a prize, will go to one competitor.

### The Editor's Mail

To the Editor

"THE AXE".

Sir:—

A few questions Mr. Taschereau should be asked through your valuable AXE.

"After your consultation at Quebec with Chief Lorrain, Chief LePage and Coroner McMahon, no doubt you thought you had sufficient evidence to force the Coroner's hand for the arrest of Father Délorme. If such was the case, why will the government not be ready to proceed with the preliminary hearing on Feb. 21, 1922?"

As you stated in your last issue re Father Délorme; every man is innocent until proven guilty. Why lock a man up and hold him in cells on a murder charge?

If the "Crown" had not sufficient evidence to proceed with the preliminary hearing in the eight days following his arrest and try and delay proceedings to hold that man in cells until June before he has a chance to vindicate his honour, there was no hurry to arrest this man. Why was he not left free until the auditors had completed their work as he could supply them with any information they needed?

Are these auditors without reproach to be left to do such important work alone without prejudice to the accused? When before did Mr.

### Quotation of the Week.

This England is yours. It belongs to you. Many enemies have desired it because it is the most glorious and splendid country in the world. But they have never taken it, because it is yours and has been kept for you. This book is to tell you how it has come to be yours and how it has been kept for you, — not by kings or statesmen, or by the great men alone, but by the English people. Down the long years they have handed it on to you, as a torch is sent from hand to hand, and you in your turn will hand it on down the long years before you. They made the flame of England bright and ever brighter for you; and you, stepping into all that they have made for you, will make it bright and brighter yet. They passed and are gone; and you will pass and go. But England will continue. Your England. Yours." — From "If Winter comes", by A. S. M. Hutchinson.

## THE AXE MAKES A GREAT SCOOP

### Interview with the Devil! adjudged sensational.

(Editor's Note:—From all quarters we have received congratulations upon our scoop of last week, when we interviewed the Devil during his visit to Quebec. Naturally, there is some amount of envy discernible in the felicitations received from our contemporaries. We reproduce a few extracts from these communications for which we take this public opportunity of thanking our friends.)

Montreal S.....r — "You have done what we have tried to do for years, get in touch with the Devil, and we congratulate you on thus scooping your older rivals. As old hands at the game we advise you to go to the Devil any time you want a good story."

Montreal G.....e — "We thought we knew a thing or two about getting next to big people, but you have beat us to it this time. What we cannot understand it how our representative at Quebec missed connections with Satan. He seldom does. Anyhow, yours' was good journalism, even if a trifle yellow."

Montreal H.....d — "There'll be the Devil to pay in Canadian journalism if THE AXE scoops us all again like this. We feel we have a right to grumble because we shall now have to send our men to where the Old Fellow lives to get an interview. And we understand its dry there. May be all right in winter, but — Still, we congratulate you, youngster. But, as the Government organ, we should have handled the story differently."

### Beg Pardon! Our Mistake!

"THE AXE,  
Friday, February 17th, 1922."  
From The Axe, Montreal,  
February 17th., 1922.

We never knew before that February was the longest month of the year. Perhaps the hapless printer who put this one over on us thought there was an accumulation of Leap Years to be made note of. Anyhow, THE AXE now lops off one hundred days. May we always be able to laugh at our own mistakes.

Taschereau send his auditors to clear up such a case?  
Is this another Blanche Garneau case?

FAIR PLAY.

"The Axe" is published by John H. Roberts, and printed by "Le Matin Ltée."

# Shirley Ogilvie's Love Story

(Continued from page 1)

refused. The defendant, declaring he wished to remain on good terms with her asked if she would not at least telephone him from time to time. She refused. The defendant then asked the number of her house telephone, but she refused and told him that he must discontinue his attentions.

"Some days later she fell ill, and received a dozen American Beauty roses with the defendant's card. She was so much touched with this mark of goodwill that the next morning, when the defendant called her on the telephone she rose in order to thank him. Some days after she had returned to her work the defendant invited her to dine with him and she accepted on the promise that he would never again try to embrace her.

## EXPRESSED HIS DEVOTION.

"At 7 o'clock in the evening the defendant conducted the plaintiff into a room in which the table was decorated with flowers — American Beauty roses, and on which there was also a magnificent bouquet of orchids, destined for her corsage. Mr. Ogilvie was in evening dress, which, he told Miss Martin, was very rare with him. He only donned it on special occasions, and this was the most special occasion of his life.

"During the dinner the defendant expressed to the plaintiff fifty times at least the devotion that he bore her, and how he had been strangely drawn to her since the first day he had seen her.

"The plaintiff permitted him to telephone her from time to time, and when he would have something special to communicate to her she would meet him to take tea and talk with him for an hour or so, on the condition that he would not again attempt to embrace her, but would treat her as an 'amie ideale' — platonic friend. This he promised to do.

## SENT HER FLOWERS.

"After the dinner already mentioned the defendant sent American Beauty roses to her every week, and once or twice a week the parties would meet and take tea together. The defendant then related to the plaintiff his affairs — his domestic troubles.

"In November or December, 1919, as a Christmas present, he paid her expenses for a voyage to Belfast, Ireland, to enable her to see her mother. She was so happy to be able to return home that she could not find expressions to thank him for his goodness, not supposing that he intended to act as he did, but only as a friend loved with a platonic love.

"The plaintiff left Montreal for Belfast, January 1, 1920, and following instructions given by the defendant she was treated during the voyage with such consideration that she was profoundly touched.

"During her sojourn in Ireland she received from the defendant three or four cables a week, letters every day, and even flowers from Dublin every Wednesday. The defendant cabled to her to know if she received the flowers from Dublin.

"All the letters she received from him treated only of his business, his domestic troubles, his loneliness and the impatience with which he awaited her return, of the dancing lessons he was taking to give her pleasure, and of the avowal he had made to his nephew of this love of his life — of the knowledge that Mr. and Mrs. McMurry (the nephew and niece) had of his love affairs, and that they felt much sympathy for him and would do all for him to live without the plaintiff and in the event that he would be unable to obtain the divorce, if the plaintiff loved him enough to take his word, without going before a clergyman, she would be cordially received at the home of Mr. and Mrs. McMurry.

"When the plaintiff arrived at Bonaventure station the defendant was there, having waited five hours for her. The same evening the parties dined together, the defendant assuring the plaintiff that he could not live without her, or without the hope that she would one day belong completely to him. He declared again that when the time would come he would desire that she go away with him and that he would marry her as soon as he obtained a divorce.

## PROMISED TO GET DIVORCE.

"The plaintiff replied that it would not be easy to obtain a divorce, if Mrs. Ogilvie opposed it, but the defendant replied that "when one would one could", adding that the plaintiff had only to have faith in him, and that he would succeed in obtaining what appeared to be impossible.

"Realizing that the defendant was the only man who had loved her so sincerely and disinterestedly the plaintiff declared that if she would be able thus to make him happy she was disposed to marry him.

"The defendant replied: "Look at this dinner, and this ring which I have bought for your birthday. Let the dinner and the ring be our affiancing." The plaintiff observed that it was putting her in a strange position to engage herself to a married man, but the defendant replied that he had been long enough without being married to remarry this time with the plaintiff, that he loved and adored her more than any other thing in the world. The parties arranged to consider themselves engaged and to fly together as soon as the defendant had realized his belongings, so as to furnish Mrs. Ogilvie the occasion to divorce him, and that, in the event that she would do nothing the defendant would make it impossible for his wife not to proceed against him, which appeared all the easier since his wife had already manifested that intention, asking him in the name of God to go away so that she could divorce him because she hated him.

## ORDERED FLOWERS DAILY.

"Some days later, before going on a trip to Augusta, Florida, the defendant paid \$235 to his florist for the flowers sent to the plaintiff during the two months preceding, and gave the florist instructions to send her each week during his absence, a dozen American Beauty roses.

"The defendant himself stopped in New York where he telephoned to her at a cost of \$24.00. The plaintiff believed the defendant sincere and devoted, because he made everybody in his world acquainted with his love and devotion for her, and of his intention to obtain a divorce and marry her.

"During the absence of the plaintiff in Ireland, the fifteenth of February, 1920, her birthday, he invited two young girls to dine, both of them her best friends, to the sole end of having the opportunity of talking about her, of his love and his intention to obtain a divorce and marry her.

"Towards the twenty-fourth of May, 1920, the defendant suggested that she go to New York and buy herself some clothes, and that he would join her, which he did. She stayed at the Vanderbilt Hotel, and he stayed at the Waldorf Astoria. Mrs. Ogilvie was under the impression that during that time he was at Ste. Agathe.

## ACKNOWLEDGED HER PUBLICLY.

"At New York the defendant recommended the maitre d'hotel of the Ritz-Carlton, where he dined with the plaintiff, that the repeat was to be "extra special", as his companion was his fiancée.

"Some weeks after his return from Augusta, when the parties dined together, Mrs. Ogilvie and her daughter, Marion, questioned the defendant and a violent conversation followed. The defendant decided then to quit Montreal immediately after the marriage of his daughter, Marion, asking the plaintiff to hold herself ready to go at the same time.

"Some time afterwards the defendant told the plaintiff that the reports concerning the Peerless Gold Mines were not reassuring; the reports which followed went from worse to worse. The defendant experienced from this much chargin and disappointment, and the plaintiff did all she could to console him. The defendant declared, however, that this situation need not have any influence on the decisions taken, his flight, his divorce, his marriage with the plaintiff, because he expected that his Abitibi stock would bring him more than he had hoped.

## TOLD HER OF WILL.

"Almost at the same time the defendant told the plaintiff that he had made his will, by which he gave her \$25,000, but as he had been informed that such a testament might be revoked, he made another before Fair and Cameron, notaries, giving to the plaintiff, this time, \$50,000, and the quarter of the residue of his estate. Some time afterwards the defendant told the plaintiff that he had made still another

## Letter of introduction from Ogilvie to Lord Lascelles

"My Dear Lascelles — This letter will introduce to you Miss Sarah Elizabeth Martin, a very dear friend of mine, who will be in London from time to time. I shall be very grateful for any courtesies you may accord her."

In these terms of warm commendation, Ogilvie, worded a letter to his close friend Viscount Lascelles, fiancé of Princess Mary, introducing the beautiful girl he intended to marry after he obtained a divorce in Paris.

The letter was never presented, because Lord Lascelles was not in town when Miss Martin reached London, and it is now in the possession of her lawyers, Lavery and Demers, of Montreal.

will by which he made her his sole executrix, and the Montreal Trust, administrator, with instructions to follow her recommendations as to the placing of the capital.

"The defendant had already manifested to the plaintiff his intentions on this subject and he knew that he would be able to leave it entirely to her to accomplish his desires to the letter. The defendant told her he had made his will to protect her and assure her future, in case he died in Montreal before they had commenced to live together. He made a new will by which he left her all that he possessed in the world, except the house bearing the number 90 Westmount boulevard.

In Canada, as in other civilized countries, even a financier is permitted but one wife, and as Mr. Ogilvie was already married there were only two ways in which he could be placed in a position to carry out his promise — either he must obtain a divorce from his wife or she must divorce him.

The financier's decision was quickly made. He determined to go to France, where he understood these things could be arranged, and where, he had been informed, incompatibility of temper would be sufficient ground. To Europe then he went and to Europe also went Miss Martin.

In London Mr. Ogilvie obtained from Lord Beaverbrook a recommendation to S. G. Archibald, a distinguished legal expert in international divorce law, who has been instrumental in releasing many Americans and some prominent Canadians from their marital bondage. Mr. Archibald pointed out some technical difficulties and an interview with Sir Henry Egan, his wife's uncle, who had come to London, confirmed Mr. Ogilvie in his belief that it would be better for him to return to Montreal and either get a separation in the Quebec courts, which would be ground for a divorce in France, or persuade his wife to return to France with him and divorce him.

## WIFE SPURNS DIVORCE.

Mrs. Ogilvie was adamant in her refusal to aid him and the financier again crossed the seas and told Miss Martin it would be necessary for him to return to Montreal and take proceedings there. He arranged that she leave on a different boat, a day ahead of him, and she reached Montreal three days before he did.

Part of the understanding between them was that Mr. Ogilvie would not return to his wife, but would take up a separate residence. When, therefore, he telephoned the girl, the day after his return, asking for an interview, and admitted he was living with his wife, she was angry and demanded a reason for his change of plan, which he did not give. His phone calls suddenly ceased.

On one point Miss Martin is emphatic. She did not cause a break between Mr. Ogilvie and his wife, she says. And this is how she explains that statement:

"Long before he ever made love to me Mr. Ogilvie told me of his intention to leave his wife as soon as his younger daughter, who last April became Mrs. J. K. Y. Walbank, was married. He attended the wedding and gave his daughter away. He would have left the same night, but the annual meeting of the Abitibi Pulp & Power Company, of which he was vice-president, was held the next day, Saturday, and he attended it and was re-elected. On Monday he left for Europe.

"Mr. Ogilvie had appealed to my sym-

## What The Man In the Street Would Like To Know.

What is the name of the Member of the Legislative Council who paid someone five thousand dollars for getting him the position?

And who also gave the same person a horse and saddle?

If it would not take more than five thousand dollars, and a horse and saddle to make this same Honorable honorable?

If the "someone" who got the five thousand dollars was not considered a "Prince" of good fellows?

Is anything being done about the two gambling houses on City Councilors Street, Montreal, where they pierce the bill?

Will the Attorney General give THE AXE permission to take proceedings against the Quebec Liquor Commission?

How comes it that the public of Montreal must rely on THE AXE for knowledge of the underworld of Montreal High Society?

Where do all the flies go when Montreal's Four Hundred are out of town?

## The Printers' Strike

A little group of men, printers, at Quebec have been able to hold up the work of the Legislature during this week. These men received twenty-four dollars per week and they struck for higher wages and better conditions of labour. Mr. Taschereau chose to denounce this as a challenge to the Government. The fool, with his mock heroics. Why, he himself will entertain several friends at the Château Frontenac and pay more than twenty-four dollars for their entertainment and often does so. These men are challenging the Devils of Want and Hunger. If the Taschereau Government care to take the side of those evils the workmen of this Province will deal with it at the polls, if we are not mistaken.

pathy for years with stories of his wife's temper, which he said made life unbearable for him. He used to make me cry with his picture of the miserable mistake he had made in his marriage. He knew I was warm-hearted and sympathetic, and he engaged my sympathies in this way. But when he made love to me I always made it clear to him and would not allow him to continue his love-making if I was to cause a break between him and his wife.

"He always reasserted his unalterable determination to obtain a divorce. He said his mind had been made up regarding that decision for many years, and that he only awaited his daughter's wedding to carry it out."

Miss Martin insisted that she always left the initiative to Mr. Ogilvie.

"I did not ask him to marry me," she said, "and when he returned and made no appearance of carrying out his promise I did not reproach him or influence him in any way. It was not until he took his unworthy action against me and I found he was besmirching my reputation that I entered an action against him.

"Certainly he gave me presents. And just as certainly he has no right to get them back. They did not amount to anything like the sum he claims anyway."

Miss Martin had no reason to believe up to then that Mr. Ogilvie had decided to break off relations with her. She was astounded to have served on her soon afterward a writ demanding the return of \$45,000, the value of presents he alleged he had given her, and asserting that she was not legally entitled to them as she was not his fiancée.

## SHE SUES FOR \$100,000.

Mr. Ogilvie used an unpleasant term, which the girl resented. She immediately filed a counter action demanding payment of \$100,000 for defamation of character. She also filed an action against a mining company in which Ogilvie was interested, demanding the return of \$12,000 she had advanced to the concern.

# Father Delorme is Innocent! Why I Publish The Axe

**"We wouldn't hang a cat on such evidence"**

## WE BELIEVE FATHER DELORME IS INNOCENT OF THE MURDER OF HIS BROTHER.

Admitted that the evidence given at the Coroner's Inquest told strongly against him. Admitted that nearly every person we have discussed the matter with holds the contrary belief to ours. Admitted that he stood to gain financially by the murdered man's death. In spite of all these things, we believe Father Delorme innocent.

The evidence may appear to be strong against Father Delorme, but it is circumstantial evidence only, and we would not hang a cat upon such evidence. Many a man has been hanged upon circumstantial evidence, to be afterwards discovered and declared innocent. The inferential evidence is much stronger in favor of Father Delorme's innocence than the circumstantial evidence is favorable to his guilt.

### PRIEST WENT TO MASS.

For instance, the morning after the murder of Raoul Delorme, his brother, Father Delorme went to Mass as usual. We do not believe he could have taken part in this religious exercise with the knowledge in his brain of that frozen corpse lying at Snowdon Junction.

The accused priest took a leading part in the funeral service of his brother, conducted himself thereat in every way as a true and sincere mourner, and gave evidence only of deep grief at the loss he and the family had sustained and none whatever of any culpability for the atrocious crime.

More than anybody else, as naturally more responsible than other members of the family, Father Delorme has insisted on every possible effort being made to discover the murderer, and upon his due punishment; and has even offered the large reward of ten thousand dollars for the discovery of the criminal.

Beset by detectives, interviewed interminably by newspaper men (who were sometimes accompanied by private detectives) who laid innumerable clever traps for him, the suspected Priest has borne himself creditably and, apart from one or two apparent contradictions, easily understandable, has stuck to his story without change or equivocation. His story is the more creditable because of the apparent contradictions; a made-up story would have "hung together" better, as any criminal investigator will admit.

The prisoner's bearing under the examination was not that of a guilty man but, on the contrary, one that impressed those who studied the verbatim reports of the Coroner's Inquest as that of an innocent man anxious only for justice to be vindicated.

### THE IMPOSSIBLE ACT.

As a Minister of Christ and the Roman Catholic Church the accused lives under the control and direction of a tender sensitive conscience, rendered so by the duties and devo-

tions of his holy office and, with such a knowledge as he possessed of the true nature and character of such a deed, it is unthinkable that, even in a moment of mad passion, a priest of God could bring himself to do such a foul thing as to slay his half-brother.

Moreover, it may easily be that as a priest he has a knowledge of the actual perpetrator of the crime that by reason of his priestly office he may not be at liberty to reveal.

To conclude, only an insane man could have committed such a crime and Father Delorme has given no evidences of insanity.

For all these reasons, and because of our inherent suspicion of circumstantial evidence, we believe Father Delorme innocent and we ask our public to suspend judgment and give the accused man fair play. There are stories being passed from mouth to mouth about Father Delorme that we unhesitatingly brand as damned lies. They are unbelievable. We ask everybody who hears them not to repeat them but to believe the best and only the best of Father Delorme until he has been proved guilty beyond all doubt and peradventure — and then if such should be proven, think of him only with pity and forgiveness.

The editor and staff of this journal are Protestants and therefore have no religious bias in favor of Father Delorme. Our only concern is for justice and a square deal and we remind the world that every man is innocent until proved guilty.

That the Attorney-General of this Province who bears the honored name of a Prince of the Roman Catholic Church, Cardinal Taschereau, could be a consenting party to the arrest of a Priest of God on such flimsy evidence is evidence of panic-stricken fear of the newspapers. Let his action be taken for what it is worth; it is not worth much. We regard Father Delorme as an innocent victim of yellow journalism's demand for a scapegoat. Time will tell!

This number of THE AXE explains better than anything I could personally say as to my reasons for publishing THE AXE. From the first I have called the paper, "A Journal of Action against Reaction". Read the leading articles in this issue: "Father Delorme is innocent", "Montreal's Alderman-Bookie and Gambling House Keeper", and the "Ogilvie-Martin Love Story", and you will realize that THE AXE is living up to its sub-title. Note also, the letter to the Attorney General of the Province in which I have asked his permission to take action to remove certain members of the Quebec Liquor Commission from office, and you will see that I meant business when I said "Action against Reaction."

Or take a further illustration, the Merchant's Bank Scandal. THE AXE was the only paper in Montreal which plainly and unmistakably said that the Directors of the Merchants' Bank had broken the laws of Canada and should be dealt with just as every other criminal is dealt with. We said this long before the fateful meeting of shareholders after which some other papers gathered courage and said ditto to our sentiments. Let it be plainly understood that THE AXE will not only speak out against what it believes is wrong: THE AXE will act. Action! Action! Action! This is true of the Merchants' Bank Scandal. I have not finished with it. I mean to act and have attorneys now engaged in looking into the whole matter in order to advise me how to proceed. If so advised, I shall myself swear out warrants for the arrest of those concerned in "looting and robbing" the Merchants' Bank. It shall not be said in this our country much longer that rich men can break the laws with impunity while poor men are sent to jail for crimes that pale into insignificance in comparison with the greater crimes of those in high places. "Three years for stealing three dollars". Can you imagine it? And those who broke the law in the Merchants' Bank case lording it in Montreal society and dominating our financial life.

THE AXE wants a square deal for every man and every woman, and as far as possible, its going to see that everybody gets a square deal. It will strip Society (with a big S) of its cloak of respectability when it is no longer respectable. It will brand Finance (with a big F) as robbery when it is robbery. And the high and mighty in our midst who set our fashions, pose as our patrons at our public functions, run our charities, and claim precedence over the common people will respect the law, even if they don't fear God, just as every other man-jack of us is expected to do, or THE AXE will strike and strike hard.

JOHN H. ROBERTS.

## WE ASK THE ATTORNEY GENERAL'S PERMISSION TO PROCEED AGAINST QUEBEC LIQUOR COMMISSION

**Mr. Simard having failed to act in investigating the Summer Garden and Club La France licences, he having publicly said he would investigate such charges, THE AXE now desires to take legal action.**

February 22nd., 1922.

The Honorable the Attorney General,  
A. Taschereau, Esq., K.C., M.L.A.,  
Parliamentary Buildings, Quebec.

Sir:—

In the issue of my paper, "THE AXE" dated February 3rd. last, I publicly accused the Chairman of the Quebec Liquor Commission, Mr. G. A. Simard, of being party to the using of undue influence in the granting of liquor licenses, particularly specifying the cases of the Summer Garden and Club La France, Montreal, in the granting of which licenses I charged that the Chairman of the Quebec Liquor Commission, the aforesaid G. A. Simard, has prostituted the high office he holds in the service of his business partner, Colonel A. Mignault.

This charge I invited Mr. Simard to investigate, he having stated to the press a few days previously that the Liquor Commission was prepared to investigate any such charges if any citizens would come forward prepared to substantiate them.

A week later, as the Liquor Commission had given no sign of its being prepared to act on my charges, I publicly said in THE AXE that if the Liquor Commission did not act in the matter within a week's time, or if alternatively, the Government did not act, steps would be taken to have the members of the Quebec Liquor Commission responsible for the granting of the above-named license removed from office. So far the Commission has not acted.

I am now informed by my attorneys that before any action may be instituted against the members of the Liquor Commission permission to do so must be first secured from yourself, the Attorney General of the Province of Quebec. Therefore, I take pleasure in asking you to grant this necessary permission so that action along the lines indicated may immediately be instituted by myself in my capacity of citizen of the Province of Quebec. It being your duty as Attorney General to see that the laws of the province are administered in the public interest and without fear or favour, I am sure the permission sought will be readily granted.

I have the honor to be,

Your obedient servant,

JOHN H. ROBERTS,

Editor of THE AXE.

## CUT ME OUT!

TO THE PUBLISHER,  
"THE AXE",

104 Coronation Building,  
121 BISHOP ST.,  
Montreal, P.Q.

SIR,

Please send me a copy of "THE AXE" every week for one year, beginning with the next issue after date. I enclose Two Dollars in payment.

(Signed) Name.....

City or Town.....

County.....

Province.....

Date.....