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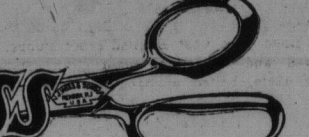
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Come Early C. D. & E. Widths
SEE OUR WINDOWS

PATENT CALF BUTTON SHOES and STRAP PUMPS—
Were \$3.00, \$3.50, \$4.00 .. Now \$1.98 and \$2.18

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These new fall Raincoats were purchased at a big discount
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It means that by force of sheer super-
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In this time Goodyear tires have won
men in a way approached by no other
motorcycle tire.

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making is super-
service under all
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CONFERENCES BETWEEN RUSSIA AND AUSTRIA-HUNGARY RESUMED

London, July 31—It was officially
announced here today that "conver-
sations" have been resumed between
the Russian and Austro-Hungarian
governments.

These conversations are being
carried on in St. Petersburg and Vienna
simultaneously, and the fact aroused
another flicker of hope in London that
the opportunity for mutual explana-
tion may form a starting point toward
an improvement in the situation.
A report stating that Prince Henry
of Prussia had gone to St. Petersburg

was regarded as a strongly favorable
sign, as Emperor William's brother
is believed to have more influence over
the emperor of Russia than any one
else.

Nish, July 31—A statement issued
by the war office today said that the
Austrians failed in an effort to force
the peace which commands the approach
to the Moravia Valley.

Slashing of the most desperate na-
tion continued today with casualties
on both sides, the statement said.

THE STANDARD, ST. JOHN, N. B. SATURDAY, AUGUST 1, 1914

CARVELL'S DESPICABLE TACTICS SCORED BY THE FLEMMING COUNSEL

"You Are Fighting For Your Miserable Political Life
And You Know It" Says Mr. Teed, and Carvell
Has No Answer—Nasty Insinuations By Prosecution
Leader Brought to Abrupt Halt By Commission.

(Continued from page 1)
Morning Session.

A. R. Gould was the first witness
examined at the morning session of the
Dugal enquiry. He said that the
St. John and Quebec Railway Co.
had been organized under the New
Brunswick act. Mr. Gould had writ-
ten to Lisman & Co. in regard to the
books of the railway company. He
had taken no other steps to secure
the books.

Mr. Carvell here asked that the
commission instruct the witness to
bring the books and that the neces-
sary steps be taken to see that he
did. Mr. Gould thought that the
books would be brought here. He
understood that Mr. Lisman was in
London and perhaps the staff of his
office did not wish to take action until
his return.

Mr. Fowler thought that the neces-
sity of producing the books should
be shown. Every dollar of public
money had been accounted for. The
individual had rights and he should
not be called upon to produce his
books to satisfy the curiosity of
every scandal monger. Judge Mc-
Keown said he preferred to allow the
matter to stand for a time. He
thought that would be the consequence
of Mr. Guthrie's efforts.

Mr. Gould then gave details of the
organization and formation of the
railway company. He and Mr. Lis-
man had made arrangements with
the Prudential Trust Co. for an agree-
ment approved of the arrange-
ment afterward.

The authorized capital of the rail-
way company was \$2,000,000. The
construction company later agreed to
give the government the majority of
the bonds in return for an agreement
allowing them ten per cent. of the
cost of the work. Witness did not
own stock, although the books showed
that he owned \$99,000. The stock
had been transferred to Ross. It
had been divided between Ross
Thompson, C. A. Barnard, H. E. Mac-
donald and L. E. Gould.

Several questions by Mr. Carvell
were disallowed by the commission.
Witness thought the progress esti-
mates for July were about \$55,000 on
one account, and \$20,000 on another.
The hearing was then adjourned
until afternoon.

Afternoon Session.

Mr. Gould was continued at the af-
ternoon session. He said the books of
the railway company had not yet ar-
rived from New York. Personally he
was quite willing to have the books
and, as president of the company,
would wire New York for them. He
had discussed the matter with the
Attorney General. He said that
had told him by all means to have the
books brought to court.

Mr. Carvell said this was satisfac-
tory to him. He wanted all the books,
ledgers, journals, cheque books,
cheque stub books and cancelled
cheques.

Mr. Gould promised to use his best
efforts to have the books produced.
Mr. Carvell said he also wanted all
other books of account, including bank
books and all the company's correspon-
dence.

Mr. Guthrie said he thought this was
going to be a long and tedious case.
Mr. Carvell still said he wanted the
correspondence but the commission de-
clined he could not have it. Mr. Gould
then sent a telegram for the books
asked for.

Mr. Guthrie protested against the
holding of the construction company's
books in court. The business of the
company was being held up while the
books were here.

Mr. Carvell said the books were im-
portant to hold in court.
The commission said they would
make a finding as to the matter.

Mr. Teed then asked that the com-
mission should stand until Tuesday
at 10 o'clock.

Mr. Fowler said it would suit him
better if the commission could adjourn
for two weeks.

Mr. Guthrie said he had a case on
Tuesday and would like to have that
day to himself. It was necessary to
earn an honest dollar occasionally and
would like to have it. Mr. Gould
then sent a telegram for the books
asked for.

Mr. Carvell said his side could fin-
ish in a couple of days. He said that
he would like to have the books. He
knew what the defence would have.
Mr. Fowler said it would be very
brief.

Mr. Guthrie said as the prosecution
had made out no case, there would be
nothing to answer.

It was then decided that when the
commission adjourned it should ad-
journ until Tuesday morning at 10
o'clock.

The Gleaser Payment.
Continuing the examination of the
witness Mr. Carvell returned to the
matter of Mr. Gould's purchase of
Gleaser stock. Mr. Gould had said
this was in connection with adver-
tising. Mr. Carvell produced
vouchers showing that advertise-
ing in the Gleaser and subscription
for a paper to be sent to his office
in Fredericton had been paid for in
the ordinary course of business. Wit-
ness agreed that this was the case.

The voucher for \$1,000 in Gleaser
stock was produced and the cheque
showing the date to be Sept. 12, 1913,
was produced. Mr. Carvell said this
payment was for past services.

Witness—"It was so claimed by
Mr. Crockett."
Mr. Carvell—"Then, why did you
take the stock, if it was for payment
of advertising?"

Witness—"I owed Mr. Crockett for
advertising and he wanted the money
so I gave him the \$1,000 and took the
stock."
Mr. Carvell—"What happened to
the stock?"

Witness—"It was there with the
vouchers."
Mr. Carvell—"Where is it now?"
Witness—"In my pocket."
Mr. Carvell—"How long have you
had it?"

Witness—"About three weeks. I
got it out of the company's office.
When I asked for it some one brought
it to me."

Mr. Carvell—"Oh, I don't want to
buy it, you know."
Witness—"I didn't know but you did
so I brought it along any way."
Mr. Carvell—"I suppose now it is
mine."
Witness—"I don't know about that.
The Gleaser is a pretty good paper, and
I don't mind being a stockholder in it."

Payments to Mr. Winslow
Mr. Carvell next questioned witness
as to payments to J. N. W. Winslow
of Woodstock of which evidence has
already been given. Mr. Winslow
said the payments were for services
rendered.

"Why did you pay Mr. Winslow \$2-
000 and \$1,000?"
Witness—"It was a good deal the
same as the Gleaser matter. Mr.
Winslow wanted the money."

Mr. Carvell—"Did it bother you to
know what he was doing with it?"
Witness—"No, I had heard of such
things before. He claimed he had
been of great service to the company,
but we could not agree upon his sal-
ary. Aside from the payments men-
tioned, Mr. Winslow got no other
money from the railway or construc-
tion company."

Mr. Carvell—"There was another
man by the name of Seelye who got
money from the company. Why did he
get it?"
Witness—"He was another hungry
customer. He got \$4,000 in cash and
made for \$12,000. That was charged
up at my request in the books."

Mr. Carvell—"And you asked Mr.
Seelye to put up a receipt for land?"
Witness—"No, that was his own
suggestion."

Carvell Wasting Time
Mr. Carvell then produced several
letters purporting to be letters from
Mr. Gould to Mr. Seelye in reference
to the land. He was proceeding to
question witness regarding them,
when Mr. Teed rose to object.

"What has this to do with it?" said
Mr. Teed. "Why go into the \$16,000
matter? It has already been stated
that when it was charged up in the
books it was a mistake. It was a
mistake in another case which is
not settled. That is not fair. These
letters between Mr. Seelye and my-
self relate to that matter of \$16,000
which afterwards appeared in the
books."

Mr. Fowler—"And appears there no
longer?"
Another letter was shown and the
witness identified his signature to it.
Mr. Carvell had the commission
identify the letters, saying he might
later want to put them in evidence.

Legal Expenses
Mr. Carvell—"Why was \$1,000 paid
to New York lawyers?"

Witness—"It was to pay bills in
connection with the printing and en-
graving of bonds, travelling expenses,
etc. It was purely for expenses and
did not include one dollar for ser-
vices. These lawyers were working
for the interests of Mr. Lisman and
of the company."

Continuing witness said Mr. Lis-
man, the real estate agent, was ac-
cused of having the second mortgage
books and had been at work in connection
with that transaction. The lawyers
were called in to handle the matter.
Witness received a salary of
\$5,000 per year. This had been ar-
ranged between himself and Mr.
Thompson. He had no money mat-
ters. The directors had discussed
the matter but had given no
reply to the payment. He did not
relate to the payments to the Gleas-
er or to Mr. Winslow.

No Payments to Mr. Fleming
Mr. Carvell—"Did you ever pay any
money to Mr. Fleming out of rail-
way funds, or on account of railway
funds?"

Witness—"Never."
Mr. Carvell—"Did you ever pay any
money to Mr. Fleming by reason of
not having contracts in New Brunswick?"

Witness—"I never paid Mr. Flem-
ing out of railway funds."
Mr. Carvell—"Did you ever pay Mr.
Fleming money out of the funds
borrowed by you or your associates
from the Prudential Trust Company?"

Mr. Teed—"Don't answer that."
To the court, "This question is im-
proper. It was their own money and
they were not to have it. I am re-
garding it."

The commission decided with Mr.
Teed and the question was ruled out.
Mr. Carvell—"Did you pay to Mr.
Fleming any money during the
months of April, May, June or July,
1913?"

Mr. Teed objected again.
Chairman McKewen: "Do you mean
out of railway funds or generally
speaking?"

Mr. Carvell: "Generally speaking."
Chairman McKewen: "You must
confine yourself to railway funds."
Mr. Carvell: "We know no money
reached the company from the govern-
ment on progress estimates up to
October, 1913. We know they bor-
rowed certain money from the Prudential
Trust Company to the extent of \$250,
000 and paid back \$207,000 of it. This
was a gift by agreement and we
have a right to follow the money as
being and to be paid out of railway
funds."

Mr. Teed: "Not at all. This is get-
ting back to the old question. Suppose
for sake of argument you put the
money they borrowed into a railway
work and later paid it back, would
not that close the transaction?"

Mr. Carvell: "Well, assuming of the
sum borrowed, they put \$100,000 of it
in Mr. Fleming's hands and later
paid it back out of progress estimates.
That would be diversion."

Judge Wells: "Do you mean to say
that if \$100,000 was taken out of
any account and then returned that
would be diversion?"

Mr. Carvell: "Yes."
Judge Wells: "Well, I do not."
Judge Wells: "If the money was re-

turned and later used for the purpose
intended what difference does it
make?"

Mr. Carvell: "I think it makes a dif-
ference."
Judge Wells: "Well, not to this in-
quiry. It may make a difference in
something else but not here. The only
way you can prove diversion is by
impaching of the vouchers for work
done, and for money gone into the
road."

A Ranting Demagogue.
Mr. Carvell then made a long speech
in rehearsal of the events leading up
to the guarantee of bonds for the rail-
way company and the borrowing from
the Prudential Trust Company. He
said that during the first six weeks
after they had arranged for the loan
from the Prudential Trust Company
\$200,000 and he wanted to find out
if part of that \$200,000 had not gone
into the hands of Mr. Fleming. That
was what the people of New Brun-
swick desired to know.

Mr. Teed: "Now you are talking like
some ranting demagogue, addressing
a mob instead of a senior counsel
speaking to a court."
Mr. Fowler: "That sort of business
might go in River du Chute but not
here."

Mr. Guthrie: "Mere school house
bluster."
Mr. Carvell continued to contemn-
t that he had a right to follow the
money and Mr. Teed again read the
statute under which the commission
was appointed and which defined their
duties.

Mr. Teed contended that monies
deposited from progress estimates,
should not be recognized by the com-
mission, what the construction com-
pany did with the \$350,000, other than
in connection with the railway. It
was his own business and not within the
jurisdiction of the commission.

Mr. Stevens of the Dugal commis-
sion entered a prolonged wall about
bribery and corruption in which no
one took any stock. He wound up with
a fervent appeal to have the evidence
admitted as necessary to the Dugal
case.

The commissioners having finished
the conference Mr. McKewen an-
nounced that the enquiry was limited
to the railroad funds.

Mr. Carvell to witness—"Were the
monies of your own?"

Mr. Teed: "I object."
Mr. Carvell: "Was the money yours
or owned by some one else?"

Mr. Teed to witness: "Don't answer.
I object."
Mr. Carvell: "Did Mr. Fleming
prior to June 29th, 1912, ask you for
money?"

Mr. Teed: "That question is object-
ed to."
The objection was sustained.

Mr. Carvell: "Did you not tell an-
other member of the government that
you gave Fleming enough money to
keep him the rest of his natural life?"
Mr. Teed objected.

Carvell Thoroughly Trounced.
Mr. Carvell here gave a candid dis-
play of temper, yelling at the top of
his lungs and pounding the secretary's
desk, he presented an amusing sight,
as he shouted: "You haven't let him
answer."

Mr. Teed, turning to the commission-
ers, asked if it was impossible for
him to carry on his duties without the
man yelling in his ear.

Mr. Teed to Carvell: "Stop, stop,
you are bawling like a wild cat. You
know the question is not right."
Mr. McKewen: "The enquiry is
limited."

Mr. Teed, losing patience with Car-
vell's carling and weeping, turning to
the Carleton County blusterer said:
"You are fighting for your miserable
political life and you know it."
Carvell realizing the truth of this
statement did not have anything to
say, but lowering the rule of the
commissioners, turned to the witness
and said:

"Didn't you tell Morrissey that the
reason Lisman was not paid but the
second mortgage books was because there
was too much grafting?"

Mr. Teed objected.
Judge Wells: "Look here, Carvell,
I don't know anything about Lisman,
and don't care, what we are here for
is to find the cost of the road and that
is all."

Carvell put up another wall which
served to amuse the audience.
Mr. Fowler took Carvell to task in
a lively bout and further added to the
prosecution leader's discomfiture.

Did Not Pay Flemings.
Witness swore he had not paid Mr.
Fleming money before he secured his
contract, nor had he promised him
any. Did not pay or promise him any
after he got the contract, nor because
he had received the contract.

Mr. Fowler: "What has this got to
do with the enquiry, it is all objected
to."

Mr. Gould seemed greatly surprised
when Carvell asked if he had taken
\$20,000 in an automobile to Mr. Flem-
ing's house at Woodstock the Sun-
day before the last election.

Mr. Teed objected but witness de-
clared he would answer, and vigor-
ously stated: "No, never a cent."
Mr. Teed and Mr. Fowler: "Don't
answer those questions, this line of
questioning has been ruled out."

Mr. McKewen here took it upon him-
self to show Mr. Carvell that he could
not continue that line of questioning
and said: "Assuming that Mr. Gould
did give Mr. Fleming \$20,000 for
election purposes there is nothing
wrong with that. It was a loan from
the railway company money, and
therefore not within the scope of this
commission."

Mr. Carvell made a wall about it be-
ing Prudential Trust Company money
and was sharply told by Messrs. Teed,
Fowler, Carter and Guthrie that that
was not true.

The blusterer then pulled off a grand
stand play and said he would leave it
to the people.

Mr. Fowler: "How about that \$40,
000 Transcontinental steal, why don't
you take that to the people?"

Tells of Work.
Cross-examined by Mr. Teed witness
explained his salary and expense ac-
count. Witness looked after the fin-

ancial end of the business and over-
saw the whole job. He said that he
and his associates had put up \$25,000
and had not received a cent back so
far. Witness carried the bank ac-
count for the company at Fredericton
which ran between \$50,000 and \$15,
000. He had backed this account with
his own securities in place of those of
the surety company bonds to the ex-
tent of \$100,000. He and F. J. Lis-
man had put up a bond for \$100,000
to ensure the finishing of the road.

There was no commission to Lisman
for selling the bonds. Fergus had
never been paid fees but was only
paid for printing, travelling and en-
graving the bonds.

Witness had a long experience in
railroading and thought the highest
element of cost in the construction of
the present road was attorney fees.
Witness had never received a dollar
from railway disbursements. All pay-
ments were bona fide and clean as a
whistle.

Regarding Mr. Thompson, Mr. Gould
said the chief engineer was a very
capable man and worth \$10,000 a year
instead of the \$5,000 a year which Mr.
Carvell seemed to think was too
much. Mr. Thompson's salary as well
as his own was settled by the direc-
tors.

Witness explained the payment of
bond interest. Mr. Gould said he
thought ten per cent a reasonable
price for building the road. It was the
usual rate. He then explained about
his salary (so called) which he said
was for travelling expenses. His son
did not draw salary. Witness contin-
ued explained more fully the ten per
cent agreement.

Mr. Carvell—"Why didn't you make
it fifty?"

Mr. Carter (sarcastically)—"Why
fifty?"

Mr. Teed—"Why don't you be gen-
erous and make it a hundred?"

Witness said the expenses of his
office at Fredericton and Woodstock
were paid by the construction com-
pany. The construction company was
charged \$50 per month for the office
at Presque Isle. The total cost of the
 upkeep of this office was \$250 per
month.

Witness said the \$255,000 held by
Prudential Trust Co. to the credit of
the Receiver General of New Brun-
swick was a reserve to pay the inter-
est on the bonds after the road was
completed and was so arranged to
last for six years.

Mr. Gould explained that the last
\$100,000 per mile guaranteed by the
province would prove an asset as the
amount now held back for interest was
greater in proportion than the
amount held for interest before the
last guarantee of \$10,000 per mile.

Mr. Gould said he was much sur-
prised when the cheque was returned.
Witness then referred to his first
interview with Mr. Baxter and said
he had asked Mr. Baxter what he
wanted in reply to this Mr. Baxter
had asked for an estimate of the
work he would be obliged to do and
they soon came to a mutual
agreement.

Witness said Mr. Baxter had given
advice and acted as counsel for some
time. The "Nagle suit" and the
Hibbard Co. suit were brewing and
it was practically because of this that
Mr. Baxter was retained.

Mr. Gould again said he was much
surprised when the \$500 came back.
It was shortly after the legisla-
ture met and Mr. Baxter felt that he
could not act for the company.

Mr. Carvell, in cross examining the
witness on this point said, "You felt
this to be a perfectly honorable busi-
ness matter when you retained Mr. Baxter.
You found you wanted him as coun-
sel with Mr. Guthrie as solicitor."

Perfectly Honorable
Witness said he