

THE HERALD

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CHARLOTTETOWN, P. E. ISLAND.
JAMES MCISAAC,
Editor & Proprietor.

Please don't delay your
Subscriptions for 1907. We
need the money, we
have earned it and
shall esteem it a great
favor if you remit now.

Our Claims.

No more important question
could engage the attention
of the people of this Province,
than our claims against the
Federal Government. It will
be remembered that, at the
last session of the Legislature,
a committee was appointed
by the House to press these
claims. The action of the
Legislature in this connection
was but a mere formality,
as the committee had previously
been appointed by the
Government, and is composed
of members of the Executive
and members of the House
supporting the Government.
In bringing the matter to
the attention of the Legislature
to reappoint his committee,
Premier Haszard was only
securing from the majority
a confirmation of the
Government's action. The
members of the committee
are: Premier Haszard, Hon.
George E. Hughes, Hon.
Peter McNutt, and Messrs.
Joseph Read, and John
Agnew, members supporting
the Government. As the
names indicate, this is a
one-sided, partisan committee,
whose members all belong
to the Government side of
the House. The composition
of the committee and the
attitude of the Government,
relative to our claims at
Ottawa, seem to constitute
a sufficient obstacle to
our receiving any very
serious consideration from
the Federal authorities. All
this was ably pointed out,
during the session, by the
Leader of the Opposition and
his followers in the House.

In the first place the
conduct of our delegates to
the Ottawa conference in
1906, shows that they and
the Government they represented,
were willing to have the
doors closed against us for
all time to come, so far as
any further claims against
the Dominion is concerned.
Sir Wilfrid Laurier and his
colleagues constantly
emphasized their intention,
that the arrangement for
increased subsidy, concluded
at that conference, was to
be "final and unalterable,"
and was intended to shut
off any further demands
that might be made on
the Federal treasury, by the
Governments of the Provinces.
But before entering into
the arrangement, a chance
was given to the representatives
of the different Provinces
to submit in writing any
additional claims they might
have, in addition to those
already scheduled. British
Columbia and other Provinces
took advantage of this
invitation and drew up
new claims; but the delegates
from Prince Edward Island
sat dum and never moved
a finger or uttered a word
in favor of our additional
claims. No Province represented
at the conference had such
grounds for additional claims
as Prince Edward Island.
The many disabilities under
which we labor, in consequence
of our physical and geographical
position, supply unanswerable
arguments in favor of
special consideration; but
the representatives of our
Government, there present,
allowed the opportunity to
pass without uttering a
word. The Premier of
British Columbia put in
his claim and had it
allowed; but our delegates

sat as dum as if they were
mummies. When the
conference agreed to the terms
of the increased subsidies, one
condition was that the
arrangement should be "final
and unalterable." To this
condition the Premier of
British Columbia refused his
assent, and won his point, as
we have more than once
pointed out; but Prince Edward
Island's delegates entered no
protest; they swallowed the
Federal Government's proposition
without reserve. When the
delegates returned and
presented their report to the
Legislature; the Government
expressed themselves as well
satisfied with what had been
done.

The foregoing facts bring
us face to face with this
condition of things: The
representatives of our
Provincial Government, at the
Ottawa conference, presented
no additional claims on
behalf of our Province and
accepted without protest, the
Federal Government's declaration
that the arrangement should
be "final and unalterable."
The Government, and the
supporters of the Government
in the Legislature unreservedly
approved of the conduct of
the delegates; therefore, the
Government approves, without
reserve, of the decision of
Sir Wilfrid Laurier and his
colleagues to make the
subsidy arrangement "final
and unalterable." More than
this, the Local Government
expressed themselves as perfectly
satisfied with what had
been done. This perfect
satisfaction was formally
declared in the speech of
the Lieutenant Governor
at the opening of the
last session of the Legislature.

Let us now compare the
attitude of the Opposition
to that of the Government,
on this matter. As soon as
the report of the Ottawa
conference was published,
the Leader of the Opposition
and his followers took the
ground that our rights had
been sacrificed by the
delegates, when they failed
to present special claims
in behalf of our Province;
in consequence of our
special condition, and when
they assented, without
protest, to the proposition
that the arrangement should
be "final and unalterable."
The stand taken by the
Premier of British Columbia,
who secured for his Province
a special grant of a million
dollars; but who, notwithstanding,
fought the case to the
Imperial Parliament and
had the "final and unalterable"
clause removed, completely
vindicates the attitude
assumed by our Opposition.
These facts should not
be lost sight of, for a
moment, by the public. We
have, on the one side, the
Provincial Government
accepting without protest,
Sir Wilfrid Laurier's view,
that the case was closed;
that he would allow no
further demands for claims
on the Dominion treasury;
that the question of
increases to the Provinces
was "finally and unalterably
settled"; and on the
other hand the policy of
the Opposition, that special
claims for Prince Edward
Island should have been
laid before the Ottawa
conference, and that our
delegates should have
refused to accept, without
protest, Laurier's "final
and unalterable" declaration.
What took place at the
conference and since then
has proved the correctness
of the stand taken by the
Opposition, that special
claims for Prince Edward
Island should be accorded
special treatment, and
the "final and unalterable"
clause was eliminated
by the Imperial Parliament.
Which of these attitudes
do the people believe to
be of the greater advantage
to Prince Edward Island?

The continuous policy
of the Government has
been, as we have seen,
to praise the Federal
authorities for what
they did, and to swallow, with-

out question, Sir Wilfrid's
determination to prevent
any further demands on
the Federal treasury. We
have just shown how
injurious this course has
been to the interests of
this Province.

Notwithstanding the \$70,000
increase of subsidy, and
their expressions of entire
satisfaction with what the
Laurier Government has
done, the Local Government
are not able to get their
heads above water, and
they find themselves
obliged to make an effort
to get more money from
the Government at Ottawa.
For this purpose they
appoint a committee of
themselves and supporters,
purely partisan. The
Leader of the Opposition
ably points out the narrow,
unbusinesslike and
unstatesmanlike method
adopted by the Government,
in the selecting of this
committee. He advances
the reasonable and sound
theory that such a
committee should be
chosen from the very
best men in the Province,
regardless of political
affiliation; that men from
both sides of the House,
and men who are not in
the House at all should
be drawn on to make
up this committee. He
further points out that
the Government, by the
course pursued by them
in this matter, jeopardizes
our claims, and that
the appointment of
certain members of
the Government to
places on the committee
is equivalent to
burning their boats
behind them. We
must defer till
next week further
development of this
important question.
In the mean time
we ask our readers
to give this matter
their earnest
consideration. It is
pregnant with
meaning to the
taxpayers of
this Province.

Victoria Day.

Monday last, Victoria Day,
was very generally observed
as a holiday in
Charlottetown. Business
was practically at a stand
still; banks and public
offices were closed; flags
and streamers were flying
from many flag-staffs,
and there was quite an
exodus of citizens, by
steamboats, trains,
carriages and on foot, in
the early part of the day.
The Northumberland
took away a large
excursion party to
Picton and New
Glasgow, and the regular
trains, east and west,
were well filled. A
special to Murray
Harbor, with the
Superintendent's private
car attached, had three
loaded coaches leaving
the city. His Honor
the Lieut. Governor and
Superintendent Sharp
were on board. The
excursionists included
men, women and
children, and quite a
number, particularly of
the men, were bound
for the haunts of the
spickled beauty, at
their equipment of
fishing tackle plainly
indicated. It seemed,
in the morning,
ideal weather for
angling. It was
mild and calm and
slightly overcast;
just the kind of day
on which the unweary
trout, lurking in his
favorite pool, is most
readily lured by the
deceitful fly. Many
fine catches of fish
and many great
fisheries were
among the souvenirs
of the day.

The special, in charge
of Conductor
McCarron, with driver
McCarty at the lever,
left Charlottetown
at 8, and moved
cautiously over the
Hillsboro bridge,
the passengers
loosely enjoying the
beautiful scene
spread out before
them. The waters
of the bay were
unruffled and
beyond, the green
sward or recently
tilled fields formed
a charming picture.
After reaching
Southport a more
rapid rate of speed
was assumed, and
the train moved
along across a
fine farming section.
Men were busy
at work, the
seeders and
barrows being
much in evidence.
The beautiful
appearance of the
great fields
indicated the
advancement of
the season. The
trees, too, were
struckly long
and their buds,
all indicative
of the strength
with which their
rapid vegetation
was asserting
itself. Here
and there the
cattle, glad to
be free from
the long
confinement of
the winter, were
lively browsing
or slaking
their thirst at
the nearby
babbling brooks.
As the train
moved along
through this
beautiful
pastoral scene,
the passengers,
all in the best
of humor, were
discussing the
prospects of
the day; the
best fishing
grounds and
other
contingencies
incident to
the day's
outing. The
precocious
youth added
their quota to
the
entertainment,
and sufficiently
enlivened
the proceedings
by their
constant
prattle and
mischievous
questions.
None appeared
to enter more
fully than they
into the spirit
of the
occasion.

The region
traversed by
this branch
of the railroad
is, on the
whole, very
fine and
fairly
representative
of the

rural homes of P. E. Island.
Not all who
boarded the train in the
city went to the
terminus of the line;
indeed very few
made the entire
journey. Outward
bound, the train
did not go over
the loop to
Vernon; connection
was made at
Lake Verd with
the incoming
train and
passengers for
Vernon joined it.
From this on,
at Vernon River,
Grand View,
Fodhla, Belle
River and
Murray River,
the excursionists
were leaving
the cars; so
that when
Murray Harbor
was reached
there were not
more than
eight or ten
of the train
load left.

The Murray Harbor
Branch Rail
way terminates
at Murray
Harbor South.
"Murray Harbor"
enters from
the Gulf on
the eastern
side of the
Island, well
down towards
the southern
shore. The
entrance of
the harbor
is fairly wide
and the water
is deep, and
inside, the
bay expands
into a wide
basin; but
not far from
the entrance
it is
studded with
a cluster
of Islands,
seven or eight
in number,
called the
"Murray
Islands." A
number of
rivers empty
into the bay.
These are
South River,
Fox River,
Murray River
and Mink
River. Northwardly
the bay
expands to
Murray Harbor
North; at the
water is not
deep north of
the Murray
Islands. There
is navigable
water up to
Murray Harbor
South, where
the South
River joins
the Bay, and
also up to
Murray River.
At these
places
extensive
shipping is
conducted;
but the only
cruiser let
from Murray
Harbor South,
Murray River
and Murray
Harbor North
is through
"Murray
Harbor," on
the north
side of the
entrance to
the harbor.
Point Sable,
a long, low
sand bar
juts out from
the mainland
of Murray
Harbor North,
along the
Gulf shore.
This, it
appears, is
a rather
dangerous
reef for
vessels that
may be
caught in
heavy
east or
south-east
gales off
the coast.
Not a few
craft have
left their
bones to
bleach on
this uninviting
strand.

At Murray Harbor
South, close
to the
terminus of
the railway,
at the
junction of
South River
with Murray
Harbor Bay,
is the great
mercantile
house of
Prowse and
Sons,
established
by the late
Senator
Prowse, and
now
conducted
by his son,
A. P.
Prowse, Esq.
M. P. P. Mr.
Prowse
carries on
a very
extensive
business,
indeed all
the mercantile
business of
the place.
He has a
great store,
a beautiful
residence,
and owns
much
valuable
property
in the
vicinity. At
the entrance
to the harbor,
on the
south side
known as
"Reach Point,"
he conducts
an extensive
lobster
factory. This
is about
four miles
from his
store and
residence
at Murray
Harbor
South. This
seems an
ideal
situation for
a factory.
Extending
from the
shore in a
northwesterly
direction,
runs a
sand beach,
not very
wide, having
the waters
of the Gulf
on its north
east side,
and skirted
by the
waters of
the bay on
the opposite
side. This
extends for
about half
a mile in
the direction
indicated,
and then
turns
almost at
a right angle
to the
south west,
fronting on
the bay.
The factory
is situated
at the
outer end
of this
natural
break
water. A
wharf
extends
in front
of the
factory;
so that
loading
and
unloading
can be
done
here at
any time,
although
the Gulf
is but a
few yards
distant, on
the north
side. Mr.
Prowse has
thirty
three
boats
fishing
this
season; he
has
already
packed
over
500
cases,
and will
likely
put up
1,500
cases
altogether
before
the end
of the
season,
under
ordinary
weather
conditions.
In his
big
factory,
Mr.
Prowse
employs
a large
number
of hands
and the
work
goes on
in
orderly
and
systematic
fashion.
In the
midst
of his
employees
Mr.
Prowse
himself
can be
found
any
day
during
the
season,
moving
about
unassumingly
and
unobtrusively.
Mr.
Prowse
does
not
make
much
noise;
but
he
is
one
of
the
solid
men
of
this
Province,
who
has
the
confidence
and
esteem
of
all
who
know
him.

The train
left Murray
Harbor, on
return at
6 o'clock
and came
along
without
 mishap,
picking
up the
excursionists
at the
different
stations
where they
had been
dropped
on the
way down.
The loop
to Vernon
was made
on the
return
trip. Some
had great
baskets
of trout,
as a
reward
of their
paseatorial
efforts,
and
others
had
scarcely
anything
more
than
great
fish
stories.
Many
were
tired
and
sun
burnt,
especially
the
children.
All
detained
in the
city,
without
 mishap
at 7 o'clock
p. m.

A home
rule bill
for
Newfoundland
has been
introduced
in the
Imperial
House of
Commons.

Yesterday
was
peopled
with
drowning
accidents.
A lad
seventeen
years
of age,
named
Anderson,
was
drowned
while
bathing
in the
Presumpscot
River,
near
Newhall,
Maine. At
Walkerston,
Quebec,
two
slaves
named
Clark,
aged
16
and
90
were
carried
in their
boat
over a
dam on
the
Sanguen
River.
The boat
sprung
and the
girls
were
drowned.
At Lynn,
Mass.,
John
Kalefki,
aged
27,
was
drowned
in a
slay pit.
At Barre,
Mass.,
Harry
Sagar,
aged
84
years,
suddenly
fell
into
a canal,
during
the
night
and
his
body
was
found
yesterday.
At
Manchester,
N. H.,
George
W.
Frisberg,
aged
16
years,
while
swimming
across
the
Piscataquis
River,
was
attacked
with
gramps
and
drowned.

Sprained Arm.

Mary
Ovington,
Jasper,
Ont.,
writes:—"My
mother
had a
badly
sprained
arm.
Nothing
we
used
did
her
any
good.
Then
father
got
Hag
yard's
Yellow
Oil
and
it
cured
mother's
arm
in
a
few
days."
Price
25c.

(Continued from fourth page.)
more than the \$66,780?—A. Well,
he has done work for anything he
has had.

Q. I know, well don't you see
he has got that \$8,000 more than
the contract price?—A. As I said,
on the completion of the building,
deductions were made for every-
thing that could be deducted fairly,
and what additional there was,
was added. Even the mouldings
around the ceilings, and small
matters of that kind were deducted.

Q. Were deducted?—A. Were
deducted.

Q. And still he has got this
extra amount?—A. He has got
whatever is shown here in addition
to the \$58,900.

Q. Did you give any written
instructions to change the contract?—A. No.

Q. You did not?—A. No.

Q. Well, then, doesn't the
specification there provide for it,
that you must give him written
instructions?—A. No.

Q. Just let me look at that
contract (reads)

'Alterations, deductions, omissions,
modifications, or deviations,
are to be understood as applying
to decided variations in the plans
or designs, such as the substitution
of one class of material for another,
the addition of works
neither shown or specified, &c.,
and for these or similar matters alone,
will any sum be allowed to the
contractor, or deducted from the
contract, and then only upon the
written orders of the chief engineer.'—A. Yes.

Q. Did you give written
instructions?—A. In some cases
written instructions and in some
cases verbal. I can produce any
written orders I gave, in fact they
would appear on the file.

Q. Did you give written orders
with reference to the omission
of the basement in the building?—A. I am not certain.

Q. I am instructed by one man
who tendered, that the difference
to Mr. Walberg by reason of that
omission would be around \$12,500.
Is that true or false?—A. It is
probably untrue.

Q. It is untrue?—A. Yes.

Q. You do not know whether
it is true or not?—A. He certainly
did not make \$12,500.

Q. By reason of that one omission
of the basement?—A. No.

Q. How much would he make?—A. I do not know, but I can
find out, I have the information.

Q. I am not going to keep you.
I see a memorandum here by Mr.
Jones, that (handing file to witness)
is the list of tenders, and
there is an asterisk here and the
words, 'This tender was received
two days after the date for the
opening. Do you know which
one of these tenders that applies
to?—A. No, the typewriter has
not copied that properly.

Q. Well, it is evident, isn't it,
that one of the tenders was
received two days after the time
expired?—A. It looks like that
here.

Q. And it was opened?—A. (reads)
'This tender was received
two days after the date for opening,'
but there is no reference
mark on the tender itself to show
which tender that was. Of course
that can be ascertained by
referring to the original.

By Mr. Crockett:

Q. Are the names of the
tenders given there? Why isn't it
given?—A. Because the asterisk
does not show which one of these
tenders that note applies to.

By Mr. Maclean (Lunenburg):

Q. In the copy you have in
your hand it does not show which
one of the tenders the note
applies to?—A. No.

Q. But it applies to one of
them evidently?—A. Yes.

By Mr. Reid (Greenville):

Q. Have you signed the final
estimate for that building?—A.
I have.

Q. What was the total amount
of the final estimate for which you
signed?—A. I do not remember
just now.

Q. You must have some
memory about that?—A. I can
refer to the estimate itself and
ascertain.

Q. You have an idea, you know
what building cost you surely
must remember some of these
things? You signed the final
estimate, and surely you must
have some memory about it. Give
us within \$10,000 if you can't do
any better than that. Now, Mr.
MacKenzie, I want to know what
the total amount of that final
estimate was, or as near as you
can give it?—A. It is impossible
for me to carry these things in my
mind. I certify to a dozen
estimates in a day and I cannot
carry the amounts in my mind.

Q. What is the total of that
progress estimate you have certified
to?—A. This is \$66,784.98.

Q. Was there any more than

one more progress estimate signed
after that?—A. I do not know.

Q. You do not know?—A. No,
I do not know.

You do not know whether there
was any other than the final estimate
after that or not? What is
the date of that progress estimate?—A. 30th March, 1907.

Q. How long did the work
continue after that date?—A. Oh,
there were a few small things that
required to be finished up and it
was a considerable time before the
final estimate was given.

Q. Were these progress estimates
put in at the end of every
month?—A. Usually they were,
but not necessarily.

Q. In this case were the
progress estimates put in every
month?—A. I think in a general
way they were.

Q. In what month was the
final estimate signed?—A. My
recollection is that the final estimate
was signed not very long ago. I
think Mr. Walberg can tell you
that.

Q. Was it in 1908?—A. I think
it was in 1908, yes.

Q. Do you know what month?—A. No.

Q. Was the work in progress
until the final estimate was signed?—A. Oh, the building was
completed for a long time, but
there were some small matters that
required to be finished up and that
hung on for some little time.

Q. Mr. Walberg, I understand,
says the whole cost about \$70,000
and that was after the work was
reduced by the amount that he
estimated, \$8,900?—A. No, that
\$8,900 had nothing to do with the
estimates or final payment in any
way.

By Mr. Barker:

Q. But it had something to do
with the work?—A. And it had
nothing to do with the work.

By Mr. Reid (Greenville):

Q. The building cost \$70,000
all told?—A. That is about right
and it is worth the money.

Q. Notwithstanding the fact
that this allowance had been made
for the cellar that was not
completed?—A. Not about the allowance
you heard about in that
letter.

Q. I mean the work proposed
to be done was not done for the
cellar, was it?—A. Some work
shown on the original plans was
not done and other work not
shown on the original plans was
done.

Q. You heard Mr. Walberg's
letter read in which he estimated
the amount of reduction as \$8,900?—A. Yes.

Q. The work was done as
specified in Mr. Walberg's letter,
was it?—A. I cannot say much about
that letter. I do not know what
Mr. Walberg had in his mind when
he wrote that letter.

By Mr. McLean (Lunenburg):

Q. Supposing he had in mind
the lessening of his deposits?—A.
That was the principal point he
had in mind, yes.

By Mr. Reid (Greenville):

Q. There was certain work
mentioned in his letter that was
not done, is that right?—A. Part
of the work which he referred to
there was not done.

Q. And that was part of the
original contract?—A. Yes.

Q. Now then the building cost
\$70,000 notwithstanding that that
work was not done, is that right?—A.
Not that work. I don't know
what that work covered or how
he arrived at the amount. It was
some rough guess probably.

Q. I will put it a little plainer.
The building cost \$70,000 notwithstanding
the fact that certain
work specified in the original
contract was not done by Mr.
Walberg?—A. And that other work
not specified was done.

Q. Answer the first part of the
question first?—A. No, I don't
wish to answer without any qualification.

Q. We will put it right?—A. I
have explained that after the
work was finished we went into
it very carefully and that the
quantities shown on the original
plan were figured out to a yard,
and the work actually done was
figured out, and Mr. Walberg
was only paid for the actual work
that was done and not upon the
original plan of the foundation.
That foundation was in a peculiar
situation. As I say the tide rose
five feet above the floor.

Q. Well, Mr. MacKenzie, the
original contract specified a bulk
sum for the building?—A. Yes.

Q. How did you come to figure
out what you would allow?—A.
The only difference was in the
foundation below base course.
Everything above that was
unchanged.

By Mr. Barker:

Q. What was the change made
in the basement that you say was
an addition, how much did that
come to?—A. It was waterproofing
the basement to prevent the
flow of the tide.

(Continued on third page.)

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