

THE SOUTHAMPTON RY. PROBE IS CONCLUDED

Continued from page 1.

quired in order to receive the double subsidy.

The independent experts employed to estimate the cost of the Southampton Railway place it at \$150,000.

Messrs. Walsh, Kilburn and Milden who were recalled to the witness box late this afternoon, refused to materially change their statement after listening to the evidence adduced by the defense.

William S. Thomas, manager of the Fredrickton branch of the Bank of Nova Scotia, when called, testified to the business conducted with his bank by the Southampton Railway Co. He said that the account was in the name of J. K. Pinder and that at one time the latter was \$100,000 overdrawn.

In a short address, just before the inquiry closed, Commissioner Pringle after thanking the lawyers for their efforts in clearing the matter up, made it plain that the blame was between J. K. Pinder and D. W. Walsh, the engineer. He will report to the department of railways and canals.

Much credit is due Mr. Pringle for the able and energetic manner in which he conducted the inquiry. The commissioner showed himself to be thoroughly versed in the business and technical points that came up and handled every situation in a way that won for him the appreciation of the entire court.

Mr. Pringle went to St. John last evening on his way to Charlottetown where he will preside at an inquiry into some dredging matters.

Agrees with Experts.

When the Southampton Railway inquiry resumed this morning James J. Taylor, civil engineer of 25 years experience was called by Mr. Teed. Mr. Taylor is inspecting engineer for the Department of Railways and Canals on the Valley Railroad. Witness said on the Hibbard contract solid rock was worth \$1.25 per yard, other material 30 cents per yard. Train hauling 35 cents up to five miles after that one cent per yard per mile additional.

Tracklaying, \$400 per mile; telephone and telegraph line, \$225 per mile.

To Mr. Carter Mr. Taylor said \$0.50 pound rails were being used on the railway. He thought \$800 per mile would be sufficient for the Southampton Railway. Mr. Kilburn's estimate was \$400 and part of the work was done for \$175. They paid \$40 per acre for clearing and \$100 per acre for grubbing.

In reply to Mr. Pringle witness said a price of \$1.50 per yard for solid rock was generous. He thought 32 cents per yard for earth was fair. Witness thought an additional allowance for earth excavation in water should be given. On the Valley Railway \$2.50 per yard was, so the contractors said, not paying.

Witness said the expert engineers

would most likely be correct in the matter of earth excavation. There is a difference of 12,520 yards, and Mr. Brown did not estimate his total of 148,747 from cross sections. Mr. Taylor has not before heard of an engineer making an estimate without cross sections.

It was not conceivable to witness that an engineer could make a mistake of so many yards in such a short distance, as did Mr. Brown in his estimate of 21,800 yards of solid rock.

Should Eliminate Hard Pan

Witness said the 24,000 yards of hard pan should be eliminated as there was no classification for it.

Mr. Taylor agreed with the experts as to the cost of cribs, bridge floors, rip rap, stone filling in cribs, concrete in abutments, ties, track laying, ballast, fencing, gates, iron in drift and screw bolts, and several other items.

To Mr. Teed witness said that when re-measuring allowance had to be made for the natural filling in of the contour of the road. He supposed the experts had done this.

Mr. Taylor stood aside.

Mr. Pringle here stated that he had received the invoices from the C. P. R. as to the cost of rails and fastenings.

Messrs. Kilburn, Milden and Walsh were instructed by Mr. Pringle to analyze the statement. They found a mistake of about \$12,000 and another section will have to be held to deal with it.

J. K. Pinder

J. K. Pinder took the stand to continue his testimony. In regard to the quality and price of ties, Mr. Pinder believed his price of forty cents each was about right. There were difficulties in landing them on the line. There was a difference of \$283 between witness' estimate and the experts.

Witness gave details as to switch ties, fencing and water supply, clearing of right of way and the bridge over the Nackawick river.

Interest on Bonds

Interest on bonds was as follows: July 1st, 1912, \$1,000; January 1st, 1913, \$2,000; July 1st, 1913, \$2,000; and January 1st, 1914, \$3,100 amounting to \$8,100.

At one time, said Mr. Pringle Mr. Pinder was overdrawn at the Bank of Nova Scotia to the extent of \$100,000, and at no time was more than \$60,000 or \$70,000 out of pocket.

At the Stewart trial, he swore the interest on bonds was \$6,500, and before I can raise this to \$8,100 there must be an explanation. When the question of legal expenses came up, Mr. Carter, who was busy at his desk, said "What's that?"

Mr. Pringle pointed his finger at the counsel for the department of railways and canals said, "Don't worry you'll get yours."

Financing of Road

Dealing with the financing of the road witness stated he secured advances from the Bank of Nova Scotia on securities. The payment of the bonds went to the Bank of Nova Scotia. The first payment of the double subsidy was given to the C. P. R. as security for rails. They later assigned to the bank. The second payment of \$32,871.25 also went to the bank.

Mr. Pinder made the statement that

all the money received from both the provincial and federal governments went into the railway together with \$20,000 of his own money. This sum he owed the Bank of Nova Scotia when the road was completed.

William S. Thomas

William S. Thomas, manager of the local branch of the Bank of Nova Scotia, was the first witness of the afternoon session. Witness said Mr. Pinder kept his account at his bank. Witness said Mr. Pinder applied for advances for the construction of the Southampton Railway.

Com. Pringle—"The books only show advances to J. K. Pinder."

Witness made advances on securities to the extent of \$100,000. It varied. Mr. Pinder had other advances amounting to \$20,000 for lumbering operations. These were kept in one account.

They were divided in the liability account.

The interest was six and seven per cent session. Witness said Mr. Pinder thought this interest amounted to, but thought about \$7,000. Asked concerning the statement at the Stewart trial that the interest was \$6,500 witness intimated it was largely guess work.

Mr. Pinder was given advances from time to time as the bonds came in. The whole sum of \$150,000 came in and was applied against the advances. He had to do with the latter part of \$32,871.25. It was received in December, 1913.

The proceeds of the bonds were sufficient for clearing up advances so far. There was no outstanding paper against the railway in his bank. Witness still owes on the lumber account.

Sale of Bonds

Mr. Thomas said the bonds were sold as follows: On May 23rd, 1912, \$38,500 worth brought \$37,257.18; September 17, 1912, \$12,000 worth brought \$11,966.86; March 25, 1913, \$50,000 sold for \$47,969.45; December 10, 1913, \$55,000 sold for \$49,933.35. The \$155,000 worth of guarantee bonds sold for \$145,927.24. The net discount was \$9,072.56.

Mr. Pinder now owes the bank about \$20,000 including trade paper and lumber account.

To Mr. Carter, witness said Mr. Pinder made notes and the money was advanced on these.

He did not know when checks came in or whether they were for lumber, railway or private account. Mr. Pinder's money was kept in one current account. He had not watched the matter closely.

To Mr. Teed witness said when money came in from bonds it was applied to the notes.

To Mr. Pringle witness stated that there never was an account opened for the Southampton Railway.

To a great extent Mr. Pinder drew the money in cash. The large check from the Dominion government was cashed in the bank and applied to general notes. It had not wiped out the debt. Witness did not know of money going into the railway except the money from the bonds and the subsidy.

Mr. Pringle—"So it seems to be evident that \$227,207 built the railway?"

Witness said about that time Mr. Pinder's mill burned down. He did

not remember any large amounts being drawn out during that period. All that Mr. Thomas knew was that the money came in and was taken out. He did not follow it after it left the bank.

Mr. Teed continued the direct examination of Mr. Pinder.

Mr. Pringle consented to allow the account with the C. P. R. for materials used, to stand until a future session. This amount is \$5,668.90.

Witness said there was nothing paid to Wm. McDonald and Son after October 1st, 1912. There were no progress estimates.

Engineers Account

To Mr. Pringle witness said that in the account for engineers the amount was \$8,550.54 was in his opinion about correct. The statement showed for James McLean and preliminary engineering \$4,350. The preliminary and location surveys cost \$2,200.

Mr. Pringle wanted an explanation of the latter amount.

Mr. Carter—"The account of the Stewart trial it was learned that this was about the amount."

Mr. Teed thought \$9,000 was about right for engineering and superintendence.

When questioned by the commissioner regarding right of way, Mr. Teed said the \$5,668.79 included legal expenses.

In reply to Mr. Teed, Mr. Pinder said he paid the C. P. R. \$10 for a car and \$10 per day for the steam shovel and \$6 per day for the ledge wood gravel pail.

Clashes With Mr. Carter

To Mr. Carter, in cross-examination, witness said he ran trains commencing May 1913. He would not admit that the line was in operation for a year and a half before the transfer.

Witness said he would not answer questions unless he wanted to.

Mr. Carter—"You run passenger trains in 1912?"

Mr. Pinder—"You say so."

Witness said he ran trains at his own convenience. He had no account of the money he received for passenger trains.

Witness did not superintend this part of the work, he was busy with construction.

Mr. Pinder then went into details relative to ballasting.

Mr. Carter—"Isn't it a fact, Mr. Pinder, particularly in 1913, that you paid a great deal of attention to passenger and freight traffic?"

Mr. Pinder—"No. It was necessary to pay close attention to the construction of the road."

Mr. Pinder seemed to have considerable feeling toward Mr. Carter and was told by Mr. Teed to answer questions with the least amount of emotion.

Mr. Pinder finally admitted that he had used coal, billed in the statement, while carrying passengers and freight.

Mr. Carter took up the matter of right of way and closely questioned witness relative to receipts. He said that the money must be deducted from the credit due the Southampton Railway. He had over \$1,000 at his personal credit in the bank at the time besides other assets.

Cost of Line

Mr. Pringle—"I find that you received \$227,207 from the sale of bonds and the receipt of the double dominion subsidy. This amount is \$17,911 per mile. Besides this you claim to have spent \$28,466.33. Mr. Pinder did not wish to recount his debts and was excused."

Mr. Pringle—in regard to the double subsidy you evidently knew you were not entitled to it. Why then, knowing that, did you press for it?"

Witness stated he did not know what the cost was. He was involved in the bank and needed the money.

Wants Explanation

Mr. Pringle asked witness for an explanation of Mr. Brown's statement that he paid the cost at Mr. Pinder's request. Mr. Pinder said: "The road cost much more than the subsidy. I suppose I said so (meaning he told Brown)."

Mr. Pringle said it was between witness and Brown.

This concluded Mr. Pinder's examination.

E. J. Walsh

E. J. Walsh, C. E., was recalled and said he estimated the double dominion pit at \$2,500 as against \$2,169.47 claimed by Mr. Pinder for materials and excavating.

In reply to Mr. Pringle, Mr. Walsh said that after giving due consideration to the Pinder statement he still believed his figures to be correct.

D. G. Kilburn testified to the same effect.

A. James Milden said that after listening to the evidence he thought \$14,000 was ample for engineering and superintendence. He had no reason to change his view of the cost of the road outside of the tank which he valued originally at \$1,000. This item might be brought up to \$1,400. Mr. Johnson had this item at \$3,400.

Mr. Milden said he did not think Percy Blimmen a competent engineer.

Mr. Teed made a short address asking that all fairness be extended to Mr. Pinder.

Mr. Pringle's Address

Commissioner Pringle—"I am very much obliged to the gentlemen of the profession for their efforts in clearing up this case. It is evident that the Southampton Railway was not entitled to the double subsidy, but I assure you that Mr. Pinder will secure fair treatment."

The men who in the House of Commons, brought this matter up did a great service for their country and that should be recognized.

Continuing, Mr. Pringle said: Pinder conceived the Southampton Railway. He thought it would cost \$15,000 per mile. He was treated generously both by the provincial and federal governments. I will not say what the relation was between Pinder and Brown. Mr. Brown's lease to the railway according to the subsidy statement at Pinder's request thus deceiving the country.

Pinder is an intelligent man competent to do business. The language of the subsidy contract is plain and reliable books should have been kept for the Southampton Railway according to the regulations of the Department of Railways and Canals.

Pinder must have known he was supposed to keep accounts. But he didn't. He should have kept figures so that inspecting engineers could arrive at the cost. Instead of this Pinder took the opposite road. He drew money from the Bank of Nova Scotia in cash so that it can't be traced, which is unfortunate. I will not express an opinion as to whether the work was dishonest as it is impossible to discover what Mr. Pinder actually spent.

The case of E. V. Johnson is unfortunate. Here is a man forty-five years old in the employ of the Department of Railways and Canals and during that time has been trusted, in fact, his record has been clean. In this matter he unquestionably erred. He should not have trusted anyone, but should have gone over the work and made up his own mind. The department should have had an audit but it didn't.

I can say, said Mr. Pringle, that the condition of affairs on the Southampton Railway came as a revelation to me when I looked at the appointment of a commission showed their prompt determination to clean the matter up. I feel it my duty to get at the bottom and to do justice to all.

In conclusion Commissioner Pringle thanked every consideration. He promised the counsel and the newspaper men for their fairness and interest.

The court then adjourned to meet on a date to be appointed by the commissioner to consider the statement of F. R. regarding rails and fastenings.

Today and on Wednesday this splendid six-part picture will remain at the Keith house. It is a truly wonderful presentation of a great story and a great play. Coming at this time, when the season is "off" for big dramatic things it is especially welcome. The hours are 2 o'clock, 3:45, 7 and 8:45.

ANTI-TUBERCULOSIS CONVENTION

Halifax, July 13.—Strong pleas for federal government aid in the campaign against tuberculosis and the unanimous expression of opinion that the welfare of the children was the most important phase of the anti-tuberculosis warfare were the features of today's sessions of the fourteenth annual convention of the Canadian Association for the Prevention of Tuberculosis, which opened this morning at the Technical College.



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CASTORIA For Infants and Children. The Kind You Have Always Bought Bears the Signature of Dr. J. C. Watson

FOR SALE OR TO RENT—Good, clean lunch counter and restaurant business. Can show clear profits; better than \$200 per month. Ill-health reason for selling. Apply quick to Chance, care Standard office.

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when you can have the tried, tested and proven recipes of over 200 prominent Canadian housewives right at your finger ends in

The Canadian Family Cook Book

Compiled by Lady Gay. It's the little wastes here and there—the half-successes—that run up the high cost of living and keep the housewife from a lot of pleasant little "treats."

Each of the 1,134 delightful dishes have been thoroughly tested and proven satisfactory by the distinguished women who originated them. The simple directions make their exclusive flavor and effect easy to attain. Then why run the risk of wasting expensive ingredients when you can have these delightful recipes of proven goodness right at your finger ends?

Clip the Coupon Today. COOK BOOK COUPON This Coupon with 84 Cents (if by mail, \$1.00) will be good for one copy of THE CANADIAN FAMILY COOK BOOK, by Mrs. Denison (Lady Gay).

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"THE STRIKE" MONDAY NEXT "The Great Leap" "A ROBUST ROMEO" "THE MILLION DOLLAR MYSTERY"

PROGRAMME American Co. offer a masterful presentation of sociological evolution "THE LAST SLIPPER" Not a Biblical subject, but an answer to an eye-burning question.

AND EVERY ITEM The Australian Champion Dancers WARD & WEBSTER Fast humming dances and comedy songs. WEEKLY NEWS 25—Items—25 LYRIC

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Featuring a Sterling Broadway Cast Headed by MR. DUSTIN FARNUM—FAVORITE EVERYWHERE

This is a Six-Reel photo portrayal of Edwin Milton Royle's Famous Western Story. It has been splendidly pictured by Cecil DeMille and Oscar Apfel, leading producers in the new form of entertainment. The supporting cast is of true Broadway quality.

"The Squaw Man" is credited with being one of the best visualizations of a stage play yet shown upon the screen. The filmed version is handled on a "special rights" basis, and the Imperial secures its rental through the Canadian licensees in Toronto. It will possibly be sufficient to state this feature is in keeping with other extra special efforts put forth by the King Square house since its opening.

A STRENUOUS PLAY OF ENGLAND AND AMERICA. HOLMES & BUCHANAN—A SOLO, A DUET, A HESITATION. Shows 1 Hr. 45 Mins. Long, Starting 2, 3:45, 7 and 8:45.

ST. JOHN EXHIBITION September 5 to 12, 1914

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The new air-tight, dust-proof, damp-proof, hermetically sealed wrapper keeps all its goodness in — keeps all impurities out. It brings this toothsome, wholesome, long-lasting, beneficial confection to you as fresh and as clean as when made in the most up-to-the-minute chewing gum factories in the world. Our perfected processes are climaxed in this perfect package.

Cleanses the mouth, sweetens the breath, soothes the throat, aids teeth, appetite and digestion. It is the BIGGEST 5 cent's worth of beneficial enjoyment you can find. Buy it by the box. Chew it after every meal

MADE IN CANADA. Wm. Wrigley Jr. Co., Ltd., 7 Scott Street, TORONTO

INCREASE GRANTED TO TEACHERS IN HAMPTON CONSOLIDATED SCHOOL

Annual meeting of Trustees yesterday—Compulsory Attendance Act not operative this year.

Special to The Standard. Hampton, Kings County, July 13.—At the annual school meeting of the Hampton Consolidated School District held in the Exhibition Hall, of the school building, opening at ten o'clock this morning Mr. F. M. Sprovel was elected chairman and Mr. Brewster acted as secretary. The reports of the trustees and auditor were read and approved.

The teaching staff is to be the same for 1914-15 as for the year just closed, except that Miss Jean Peacock has been granted two months leave of absence, and Miss Burgess taking her duties as teacher of domestic science for that period. All the salaries have been slightly advanced. The financial year closed with a substantial balance on hand. The total number of pupils in attendance was 218, with an average attendance of 172. Two pupils graduated from the High School.

Thomas E. Smith was re-elected trustee. Allan W. Hicks was elected auditor for next year, and \$10 voted for his services.

The trustees were asked to furnish fuller particulars in future reports as to the percentage of children of schoolable age resident in the district who are in actual attendance; also to show the numbers advanced in their grades in each year, and further information as to the progress made in methods and results. The chairman promised this should be done. He also promised to have bars put across

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