

King Street Store
Closes at 6 p. m.
Fridays 10 p. m.
Saturdays 11 p. m.

Union Street Store.
Closes at 6 p. m.
Friday and Saturday 10.30 p. m.
Mill Street Store 8 p. m.
Saturdays 11 p. m.

WATERBURY & RISING LTD.
King St. Union St. Mill St.

Mid-Summer Sale -OR- Seasonable Footwear

The time has now arrived when it is necessary for us to clear our shelves of all Summer Shoes. Usually we do not begin so soon but in order to allow our customers a chance to obtain shoes cheap in time for service at Picnics and Outings we are now clearing out at prices that will do the work. In addition to lines advertised in "Times" and "Globe," we have at our King Street Store about sixty pairs of Tan Shoes in Oxfords and Pumps; mostly all "Dorothy Dodds" that sell at from \$3.50 to \$5.00, at \$1.48 a pair; sizes from 2-12 to 4.

MACAULAY BROS. & CO., KING STREET, ST. JOHN, N. B.
Our Stores Open 8 a.m. Close 6 p.m. Friday's 10 p.m. Saturdays 1 p.m.

Fancy Linens

The Kinds That Particular People Like

Our assortments of Real Hand-made Cluny Lace-Edged Pieces with pure Irish Linen centres surpass any of our previous showing, and as we purchased them at a considerable concession in price, it enables us to offer same at extremely low prices.

D'OYLES—Irish Linen Centres with real hand-made Cluny Lace edges, round shapes; sizes 6 to 12 in. Special prices 12c. to 50c. each

CENTRES—Hand-made Cluny Lace edged Centre-pieces, with Irish Linen Centres, various patterns; sizes 20 to 36 inches. Special prices \$1.15 to \$5.85 each

OVAL SHAPES—Sizes 16x24 inches. Special prices 85c. to \$2.25 each

SIDEBOARD OR BUREAU SCARFS—Pure Linen edged with deep real Cluny Lace in various new designs; sizes 18x54 inches. Special prices \$4.50 each

MACAULAY BROS. & CO.

CHOICE
Carleton Co. Hay,
Manitoba White Oats
All kinds of Mill
Feeds

At lowest possible prices.
A. C. SMITH & CO.,
9 Union Street, West St. John.
Telephone West 7-11 and West 81

OBITUARY.

Captain Garrett Belyea.
Captain Garrett Belyea, formerly captain of coastwise vessels out of St. John, died yesterday morning at his home in Wickham where he had been living on a farm since he retired from the sea about thirteen years ago. He was fifty-one years of age and had been ill for the last four weeks with double pneumonia. He leaves his wife and two daughters, Edna and Malitta; also two brothers, Captain Fred Belyea, of Metcalf street, St. John, and Gilbert on the old home-stead at Wickham. There are also four sisters, Mrs. Oscar Saunders of Gondola Point, Mrs. William Webster.

Ernest E. Macmichael.

The death of Ernest E. Macmichael occurred yesterday morning at three o'clock at his residence, 137 Duke street, after a lingering illness. Mr. Murphy, who was eighty years of age has been in poor health for the last two years. He was a native of Wexford, Ireland, and came to St. John when only fourteen years of age. For thirty-five years he was employed in the hardware store of W. H. Thorne & Company.

He leaves his wife and five sons—Edward of New York, Thomas L. and Wilfred, of St. John, tailors; John W. of the inland revenue department here and Vincent of the St. John Iron Works. There are also four daughters, Mrs. M. J. Harrington, of New Haven; Mrs. Charles O'Keefe, of St. John and Misses Gertrude and Catherine at home.

ROYAL
YEAST CAKES
ARE
USED AND
ALWAYS GIVE
PERFECT
SATISFACTION

REAL ESTATE.

Transfers of real estate have been recorded as follows:
J. M. Black to Thomas Anderson, \$50, property in St. Martins.
S. B. Bustin to Mrs. S. B. Bustin, property in St. James' street.
Penton Land and Building Co. Ltd. to G. A. Morrison, property in Lancaster.
Daniel Horgan, et al. to R. H. Irwin, \$200, property in Simonds.
Mrs. Anne Moran to Mrs. Elizabeth T. wife of Thomas Gorman, et al. property in Britain street.
F. A. Millidge to City of St. John, property in First street.
Mrs. Sarah Youmans to William Youmans, \$100, property in St. Martins.

PROCEEDINGS BEFORE THE COMMISSION YESTERDAY WERE NOT SO LIVELY

Contractor Kelly gives more evidence regarding alleged payment to Mr. McLeod — Probing Accounts for Right of Way—Accountant Hoben tells of money paid to J. N. W. Winslow for services rendered — An Ottawa legal account — Mr. Baxter's name mentioned.

(Continued from page 1)

Morning Session.
Ernest L. Kelly was the first witness of the morning. He had spent his life in railway work and was a partner of John Scott on the contract under the Hibbard Company.

Mr. Carvell—Did you have any conversation with Mr. McLeod about it? Witness—Mr. Scott and I looked over a part of the work we wanted to do. It was announced in the press that we had the work but later I was told it had been let to others. I went to Mr. McLeod's office and he and Mr. Scott talked it over. The former said it was let without his consent. He told us about another piece of work where he thought we could get 26c. and \$1.10. He said there ought to be something in it, about \$100 a mile. Mr. Scott asked me what I thought and I agreed to it. Mr. Scott and my father looked over the work. When we saw Mr. McLeod again Mr. Scott held out for 27c. and \$1.10. The extra cent figured up to \$3,000, and Mr. McLeod said he thought half of it ought to come his way. I said that would be satisfactory. We saw Mr. Carvell and Mr. Scott told him our prices. Mr. Hibbard said, "Well, John, some of your friends want to see you used right so I'll give you the place as we told Mr. McLeod and he seemed pleased. Mr. Scott asked if any of the engineers would interfere and Mr. McLeod said, "The Provincial Secretary, and I'll sign no bonds till they do." Then he said, "Boys, that's as good as \$10,000 apiece to you."

Witness said he furnished half the finances. He had left the matter of the \$1,500 in Mr. Scott's hands. To Mr. Carvell, in cross-examination, witness said he had told of the affair as nearly as he remembered it. Witness had not talked with Mr. Carvell about the matter and had not talked over his evidence with Mr. Scott. Witness couldn't give the exact conversation which took place at the meeting with Mr. McLeod. Mr. Kelly wouldn't say that his business with the Hibbard was a matter of fact. He had not gone to Mr. McLeod about it but expected some protection from him. Witness then repeated the conversation to Mr. McLeod and stood down.

The Accountant Called.

Ralph D. Hoben, accountant for the Quebec and St. John Construction Co. was the next witness. Witness produced the distribution books and the minute books.

Mr. Carvell—When we were in Fredericton were told that book was not there. It would be impossible for me to go over it in court. I would like an opportunity to go over it in Fredericton there were three or four of us in a little room and three officials of the company there. I think we ought to have an opportunity to examine the book myself.

Mr. Guthrie—The last two or three days you had the room to yourselves. Mr. Carvell—We were treated courteously, but we want to examine it by ourselves. The point was left to be settled by the Commission.

Mr. Carvell—We weren't allowed to get information from this witness in Fredericton.

Mr. Teed—Mr. Carvell stated with some vehemence some time ago that he wouldn't believe a word in the books. He can't expect very much consideration after that.

Witness then produced the first voucher register and read the printed heading: "St. John and Quebec Railway Voucher Register and Distribution Book." He said that the second book was headed "Quebec and St. John Construction Co., N. B. Railway, Voucher Register and Distribution Book."

The first entry was dated March 31, 1912, and was "Payroll No. 12, party No. 1, \$97.50."

Witness explained the system used in connection with the books for the benefit of the court. As far as witness knew there had been no effort to build the line past Andover.

Mr. Fowler withdrew from court with the permission of the Commission, stating that he would be obliged to be absent till the first of the week. There was a slight discussion of the duration of the hearings. Mr. Carvell stated that he hoped to have most of the evidence concluded this week.

Legal Expenses.

The witness next referred to voucher 2657 which was a payment of \$500 to J. B. M. Baxter on February 7th, 1914 as a retainer. Witness produced the check on the Royal Bank of Canada at Fredericton. Ross Thompson had instructed him to issue this check under the head of legal expenses. The check was paid February 11, 1914. Later Mr. Baxter, or some one, deposited the \$500 to the credit of the company in the bank. Mr. Thompson told witness that Mr. Baxter returned the money on March 25th. Witness knew of the committee from the legislature that examined the company's books. Voucher No. 2,592 was then shown.

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

to the witness, who stated that it was a bill from Mr. Baxter to the company. The witness read the bill, which was for legal services, consultations and attendances. The account totalled \$321 and witness stated that a cheque had been issued on January 15, 1914. He produced the cheque, which had been endorsed by Mr. Baxter and paid on Feb. 7, 1914.

Voucher 193 was shown the witness, who explained that it was in favor of Hon. H. F. McLeod. It totalled \$185 and was for rights of way.

Voucher No. 505 was shown the witness. It was in favor of Hon. H. F. McLeod and was dated August 19, and was for \$500 for professional services.

Mr. McLeod's work was purely legal.

Voucher No. 920 was produced. It was to Hon. H. F. McLeod, dated December 15, 1912, and was for \$17,284.55 for searching 149 titles.

Voucher No. 1427 was next produced. It was to Hon. H. F. McLeod on April 20, for professional services. The right of way, for \$1,395. This covered searching 97 titles.

Afternoon Session.

The examination of Ralph Hoben was continued when the enquiry resumed in the afternoon. Mr. Carvell asked Mr. Guthrie for the progress of the work. They were produced and Mr. Carvell said there should be twelve. He counted them to make sure. The said it was let without his consent. He told us about another piece of work where he thought we could get 26c. and \$1.10. He said there ought to be something in it, about \$100 a mile. Mr. Scott asked me what I thought and I agreed to it. Mr. Scott and my father looked over the work. When we saw Mr. McLeod again Mr. Scott held out for 27c. and \$1.10. The extra cent figured up to \$3,000, and Mr. McLeod said he thought half of it ought to come his way. I said that would be satisfactory. We saw Mr. Carvell and Mr. Scott told him our prices. Mr. Hibbard said, "Well, John, some of your friends want to see you used right so I'll give you the place as we told Mr. McLeod and he seemed pleased. Mr. Scott asked if any of the engineers would interfere and Mr. McLeod said, "The Provincial Secretary, and I'll sign no bonds till they do." Then he said, "Boys, that's as good as \$10,000 apiece to you."

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Carvell An Obstructor.

Witness said he looked at Carvell said: "Yes, you were an obstructor, and when you couldn't obstruct any other way you had a fence built across the right of way."

Mr. Teed and Mr. Carvell referred to Carvell's activities in boosting the prices of right of way in Carleton and Victoria counties.

Witness continuing explained several items. Some were not included in the suit of the expenditure on the road up to December 31, 1912.

Voucher 2606 was next taken up. It was dated May 13 to December 15, 1912. The draft was drawn on the Railway Company but paid by the Construction Company on January 31, 1914.

This was not included as part of the disbursement in Mr. Blanchette's first audit.

Witness in reply to Mr. Carvell said that work was paid for the month after it was done, but charged to the month during which it was actually carried out.

Mr. Carvell drew attention to red pencil marks in the book. Witness said they were made by the auditor, who had gone to work on the books on Friday of last week.

Some discussion then took place as to the method of bookkeeping employed. Witness explained the matter to the satisfaction of the court.

Mr. Fisher—"Can you show us what was entered and not paid, and what was entered and paid?" With the assistance of the cash book."

Witness and Mr. Carvell then did some figuring, after which witness said that \$117,550.79 was the cost of the work done in December, 1913. Witness could not say what portion of this sum was paid during December, 1913 without looking at the cash book.

This book was in court and he was instructed to find it.

A messenger boy at this point entered the court room and "Man Friday" immediately thereafter disappeared. Witness then explained that miscellaneous items in estimate accounts payable was money paid out. The vouchers were kept separate. Both together represented the cost of the road. There were no ledger accounts, in the accounts payable, and Mr. Carvell—"I'm not much of a bookkeeper. I only keep check stubs."

Witness was not prepared to say how much of the amount of \$117,550.79 was paid during the month of December, 1913.

To Mr. Carvell witness said Mr. Blanchette only checked the totals up to November 31.

Mr. Carvell—"But does not the statement claim that amount as the cost up until December 31?"

Witness admitted that he might be mistaken.

Judge McKeown—"Mr. Blanchette will settle all that, he is a very careful man."

In reply to Mr. Carvell witness said there were several items outstanding in the suspense account, yet advertising, the amount was \$1,000. The voucher was not dated and was in A. R. Gould's handwriting.

Mr. Carvell asked witness to look at the cheque. Witness said it was dated Sept. 12, 1913, and signed by Ross Thompson and Mr. Winslow and counter signed by witness and A. R. Gould.

Witness had cashed the cheque and gave the money to A. R. Gould. He did not know what became of the money. He did not know of bills for this amount for advertising. There was some legal advertising which was placed in the different newspapers throughout the province. Witness identified entries in the company's books.

Witness—"We patronized the Mail."

Mr. Carvell—"You could do worse."

Witness objected to answering Mr. Carvell when asked if other accounts were put through in the same manner as was the \$1,000 account. Witness thought that was rather a broad question. Mr. Gould had not asked witness to endorse the cheque for \$1,000. Witness had done that at the bank in the regular course of business.

Witness stated that Mr. Gould had sent him to the bank for the money. When he returned the voucher for the \$1,000 was given him.

Witness stated he could not say where the money went. Mr. Blanchette had information from him concerning it. Mr. Blanchette went to

Mr. Thompson about it. There was no need to tell him.

Mr. Carvell wanted to know if there wasn't something attached to the voucher. Witness replied that there was ten shares of the capital stock of the Gleaner newspaper published in Fredericton attached to the voucher. Witness couldn't say where the shares were now or how long they remained on the voucher.

In reply to Mr. Carvell, witness said they were taken out before Mr. Blanchette made his audit.

Mr. Carvell—"They were not there when I and my colleagues made our examination of the books."

Witness thought that Mr. Howie took them away. He did not know if the Gleaner stock paid dividends; he did not own any himself. Witness did not know of any other transactions like this. He couldn't say whose name the stock was in. The money paid out for the stock was distributed as follows: \$500 in district B; \$250 in district C, and \$250 in district D.

Right of Way Payments.
Mr. Carvell produced a cheque dated February 18th, 1913, and made payable to A. R. Gould. The cheque was for \$2,000 and the voucher accompanying it read "on account of special services." Witness said he made the cheque out but would not swear he handed it to Mr. Gould. In his accounts he entered the cheque in the suspense account as he understood it was for general expenses about the line and the custom with such accounts was to enter them under suspense account pending the completion of the road. When the road was finished they would be classified and divided among the different sections.

On the back of the cheque was the endorsement "pay to the order of J. N. Winslow" and the cheque was endorsed "J. N. Winslow" and "J. N. Winslow." The cheque also bore the words "endorsement satisfactory" and the signature of Ross Thompson.

Witness said Mr. Winslow lived in Woodstock and he understood he was the postmaster there. He had received no special instructions about the cheque and did not know why A. R. Gould had not endorsed it. He knew of no draft on the company by Mr. Gould which the cheque had been issued to cover. Reference to the accounts showed the cheque to be charged as witness had said it was to general expense, suspense account.

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Mr. Carvell—"I know it is. I may tell you you are the best witness we have had in the last month."

Witness—"Probably I did get instructions from Mr. Thompson."

Mr. Guthrie—"Other witnesses can tell about that."

Mr. Carvell—"If you would only bring back the rest of the witnesses into the country we might—"

Chairman McKeown—"Now never mind that Mr. Carvell."

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A Question of a Cheque.
Mr. Carvell then questioned the witness regarding another cheque issued to J. N. W. Winslow on November 20th for \$1,000. This was for services on account of right of way. The voucher for the cheque and the receipt for it were produced.

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