F. B. CARVELL ADMITS HE ADVISED THE PAYMENT OF MONEYS BY SUB-CONTRACTORS; A TRANSACTION HE NOW TERMS AS "GRAFT"

GOVERNMENT COUNSEL MANIFESTLY UNEASY WHEN RICHARD O'LEARY GAVE MOST IMPORTANT TESTIMONY

"You Told Me You Advised Them to Pay the Money," Swears Mr. O'Leary —"And They Were Fools to Have Done So," Adds Former Vice-President of St. John & Quebec Railway Company — Directors Deny Any Influence Ever Brought to Bear on Them by Any Outsiders or Member of Former Government.

Messrs. O'Leary, Palmer, Girouard and Sumner All State They Acted Independently and Contract Went to Lowest Tenderer—No Director Was Aware of Payment to Messrs. Tennant or Nagle, But Carvell Admits Advising Kennedy and Macdonald to Pay the Money.

Continued from page 1.

A. K. McDonald, of Kennedy & McDonald, was put on the stand when the inquiry opened at 10.30. He identified a telegram to Irving R. Todd, regarding tender and the first tender of Kennedy & McDonald. He had had correspondence with Thomas Nagle in regard to tendering on the unit basis. He had come to St. John and was told that the Nova Scotia Construction Company was to get the contract, and was advised to put in a tender for a sub-contract. He was told that he would get ten miles on the lower section, and half of the work between Centreville and Andover. The tender which he had put in for the whole work was prepared by Mr. Nagle. He had signed it, although he understood that the figures were higher than those submitted by the Nova Scotia Construction Company. Later he had closed a sub-contract for ten miles of the road out of Westfield. He had an understanding with Mr. Nagle that he was to get half of the profits if the firm obtained a certain price for the work. This price had not been paid, and Mr. Nagle did not get half of the profits, but had been paid $17,500 in cash and given a note for $2,500.

Roy Smith.

Roy Smith was the next witness. He is a railway contractor engaged in operations on the Valley Railway. He identified a tender submitted by him for the building of the line on a mileage basis.

A week before submitting the tender he had been called to W. B. Tennant's office. In their first interview Mr. Tennant told the witness that he was not interested in any other company, and told him not to bid less than $41,000 per mile. Later he had worked out the bid at $39,000 per mile, and Mr. Tennant agreed to have the tender read $39,800 per mile.

This bid was put in by the Fundy Construction Company and the witness was to get half the profits and Mr. Tennant and one or two others the balance.

The witness said he had gone to Mr. Baxter to get some information regarding the possibility of getting a small contract, but Mr. Baxter had said very little to him. He assumed, on hearing from Mr. Tennant, that Mr. Baxter had communicated with Mr. Tennant.

In answer to Mr. Carvell the witness said his conversation with Mr. Baxter had been very brief.

Comm. Stevens would like to have subpoenaed the three contractors who figured on the mileage basis. These are the Dominion Construction Company (Mr. Deaks, Toronto); Mr. Corbett (now in Fredericton), and Smith at Moncton.

Mr. Carvell said he would have the subpoenaed issued at once.

Adjournment was made until 2.30.

Afternoon Session.

When the commission resumed at 2.30 o'clock, Richard O'Leary, a former director of the St. John & Quebec Railway Company, was the first witness called. After preliminary questions relative to the appointment of the board of directors in September, 1915, Mr. O'Leary, in his examination by Mr. Carvell, said that when the new directors took charge of the affairs of the railway, there were no tenders handed over to them for the construction of the uncompleted portions. He did not know that any tenders had been placed in the hands of the then government. He was not aware that Mr. Wheaton, nor any other party or parties had tendered for the work. The first issue of tenders by the new board was made in December, 1915, tenders being called for on the mileage basis and returnable on December 30th.

Witness believed Mr. Todd when the latter stated that ill-health forced him to resign. He did not know of any other reason, and would have no reason to doubt Mr. Todd's word. He did not remember whether Mr. Todd was present when the tenders were opened. He did not know of any particular object for asking for tenders on the mileage basis. The full board thought that course was desirable.

Minutes of meetings of the directors in St. John and Fredericton were at this stage put in evidence.

When a decision was reached to call for tenders on the mileage basis, Mr. O'Leary stated there had been some discussion as to which was the better course to follow—to build the road on the unit, or on the mileage basis. The board had before them the figures of the cost of the portions of the railway already completed. The tenders were not opened at the meeting on December 30th, owing to the illness of Mr. Fisher and the fact that Mr. Todd had resigned. It was thought that the full board should act in the granting of the contract, and the tenders were ordered to be placed in a safety vault at the Royal Bank in Fredericton until a full meeting could be secured. He remembered that Mr. Todd had been pressed by the other directors to continue as president, but he said that his health would not permit of his doing so, that it was necessary for him to go south for the benefit of his health. His resignation in view of these circumstances had been very reluctantly accepted. Witness never went to any member of the government and asked any other reason for Mr. Todd's resignation. He recalled that the late premier had been present at the meeting and had also pressed Mr. Todd to continue.

Mr. Sumner Chosen President.

Mr. O'Leary stated that F. W. Sumner had been elected president and director in succession to Mr. Todd. Minutes of the meeting of the directors in St. John on January 6th, 1916, when the tenders on the mileage basis were opened, were put in evidence. What was presumably a tender from Kennedy & McDonald was received on December 31st, but as it was received after the time had expired, it was not opened. It was placed in a safety vault and at the meeting on January 6th was ordered to be returned to the company. No tenders were ever awarded on this call.

N. S. Company Tender.

The tender of the Nova Scotia Construction Company was the lowest of the four received. The directors wrote this company that their tender was the lowest, but that they had not made up their minds to award them the contract, asking them if it would be satisfactory to hold the tender and certified cheque for a time, and informing the company that the letter would have no bearing on any future call that might be made. The tender was not accepted, because after discussion between the directors themselves and with the engineer, Mr. Ross Thompson, it was considered that the building of the railway on the mileage basis was not the best course, but that the unit basis would be more desirable.

New Tenders Called.

At a meeting in St. John on April 21st, 1916 a resolution was passed by the board authorizing a call for tenders on the unit basis, and the cheque of the Nova Scotia Construction Company, placed as a deposit with the first call on the mileage basis, was ordered to be returned. The call for tenders was advertised in newspapers in New Brunswick and Nova Scotia, and Mr. Thompson was instructed to send a copy of the notice to all contractors without the two provinces that might possibly consider tendering for the work. Two tenders were received, one from the Nova Scotia Construction Company and the other from Kennedy & McDonald. Although the tender of the Nova Scotia Construction Company was the lower, the directors did not sign a contract with that company at that time. It was no until May 19th, that the contract was signed. In fact no contract was signed on the figures in the tender, but the directors asked Mr. Thompson, the engineer, to go very carefully over the figures of the lower tenderer and ascertain what would be fair prices. Mr. Thompson, having done this, the directors made an offer to the Nova Scotia Construction Company to do the work at Mr. Thompson's figures which varied very many thousands of dollars from the figures in the company's contract. For instance, for common excavation the contract price was 40 cents, while the company's tender was 44 cents; for rock the contract price was $1.55, while the company tender was $1.60; for the right of way the board gave the company $1.00, while their tender asked for $1.50 and there were substantial reductions on other items.

Mr. O'Leary, further examined, said that there was a clause in the contract with the company, that if the board asked them to undertake the work between Centreville and Gagetown within a year that the same figures should be the prices to be paid. A new contract had been executed on February, 1917, showing an advance in the figures for the Centreville-Andover portion of about $70,000.

An Interesting Point.

Q—I suppose you learned that on the day following the signing of that contract, Mr. Lindsay, the managing director of the company, paid $20,000 to W. B. Tennant?

A—I read in the evidence that he did.

Q—Do you imagine there was any connection between the payment of that money and the increased prices the company received?

A—Absolutely none.

Q—Are you aware the Legislature of New Brunswick had been dissolved before the contract was granted?

A—Yes.

Q—How did it come that the contract was made just about that time?

A—Personally I know of no connection. The president informed the board that that was the business of the meeting.

Q—Well, why did they get the increased prices?

A—The reason for the change was on account of the increased cost of labor and materials.

Q—That's what they said.

A—Oh, that's an absolute fact. We all know material and labor had increased.

Q—But they made money on the old figures after paying Mr. Tennant.

A—They are bigger fools than I thought they were. Anyway the sub-contractors all lost money.

Mr. Carvell—Oh, I don't know.

Mr. Carvell Advised Payment.

Mr. O'Leary—Kennedy and Macdonald lost money. You told me that and they say so themselves. I have also a recollection of your telling me that you told Kennedy & Macdonald to pay the $20,000.

Mr. Carvell—What's that?

Mr. O'Leary—You told me in your room in the hotel in Fredericton that you advised them to pay the money.

Mr. Carvell—I did not tell them to pay the $20,000 but I advised them to pay the $7,500. I advised them to pay it because I felt they would go broke if they did not sub-let the contract and that they should pay the money to get the permission.

Mr. O'Leary—I remember too that you came to me in the Royal Hotel and told me that there was trouble about Longley and Innes and you said that I ought to see that they should do the work. I told you that if Ross Thompson consented to them, we had no objection. Mr. Thompson said that they were on the work and could remain, and if Kennedy & Macdonald paid over money in that connection they were a bunch of fools.

Money Setting Carvell Right.

Mr. Carvell—Didn't I ask you to give authority for Kennedy & Macdonald to sublet the work?

Mr. O'Leary—No, you did not.

Mr. Carvell—And now you bring up a private matter into this hearing.

Mr. O'Leary—No I just wanted to set yourself right.

Mr. Carvell—Don't you know there was a clause in their contract saying that the consent of the parent company should be secured before they sub-let a portion of their work?

Mr. O'Leary— As a matter of fact, the clause was required to be complied with in one single case.

Contradicted Carvell.

Mr. Carvell—Now, when I went to you in the Royal Hotel didn't I tell you that they wanted the right to sub-let?

Mr. O'Leary—No, you did not.

Mr. Carvell—After your interview with Mr. Thompson you never came back and told me what he said.

Mr. O'Leary—I did exactly what you asked me to do. I wasn't asked to report to you.

Mr. Carvell—But they didn't get permission until after they paid the $7,500?

Mr. O'Leary—And you advised them to pay it.

Mr. Carvell—If you had been as strong in November as you are today, they would not have had to pay the $7,500.

Mr. O'Leary—Not at all. Neither I nor the board had anything to do with the matter and knew nothing about the payment

Mr. Carvell—Look at this document.

Mr. O'Leary—That is from the Nova Scotia Construction Company. We knew nothing about that.

Mr. Carvell—But you never gave your consent?

Mr. O'Leary—I tell you we did. I am on oath and you are not. I swear positively that we did.

Mr. Carvell—The fact remains that they had to pay the money.

Mr. O'Leary—And you advised your clients very badly.

The Centreville-Andover Contract

Mr. Carvell—Now sir, why did you take $70,000 of the people's money and give it to the contractors on the Centreville-Andover contract?

Mr. O'Leary—We didn't do that at all.

Mr. Carvell—Were you not present when the contract was signed?

Mr. O'Leary—Yes, but I didn't agree to the granting of that contract. I voted against it.

Mr. Carvell—Did you know Lindsay paid Tennant $20,000 the day after the contract was signed?

Mr. O'Leary—Not until I read it in the press.

Mr. Carvell—Do you know what became of the $20,000 paid by Kennedy & McDonald to Nagle?

Mr. O'Leary—I don't know what became of it.

Never Approached by Govt.

To Mr. Hanson—The witness said he had been a director for nearly two years and had attended the meetings quite regularly.

Q.—During the period were you ever approached by any member of the government, directly or indirectly, with respect to the letting of any contract or sub-contract?

A.—Never.

Q.—Is it true then to state that you acted independently in every matter and on every occasion?

A.—Absolutely independent.

Q.—Were you ever approached on any occasion by W. B. Tennant and urged to favor the Nova Scotia Construction Company?

A.—Once.

Q.—When?

A.—Mr. Tennant met me in the station on my way to Fredericton on December 30, 1915, told me that the Nova Scotia Construction Company had tendered and wanted me to try and get the contract for them.

Q.—What did you say?

A.—I said, "Mr. Tennant, so far as I am concerned, the contract will go to the lowest tenderer."

Never Approached by Mr. Nagle.

Witness, continuing, said he was never approached by Thomas Nagle, neither did he know of any other members of the board being approached by either Mr. Nagle or Mr. Tennant. Ross Thompson, the engineer, was the technical adviser of the board and he had every confidence in his judgment. Mr. Thompson advised against accepting the tender on the mileage basis, and that was the reason the tender was not accepted. The contract was not awarded on the second call on May 19, because the board considered the tenders were too high. Mr. Thompson advised against accepting the tender, and no member of the government was ever consulted. Afterwards Mr. Thompson gave the board the figures for the work that he considered reasonable, and they were offered to Mr. Lindsay for the Nova Scotia Construction Company and he accepted them.

No Campaign Fund.

Witness remembered that the right of way question was one of the difficulties in letting the contract on the mileage basis. It was the consensus of opinion that the more proper method was the unit basis. Mr. Gutelius for the C. G. R., who were to operate the railway, objected strenuously to the contract being let on the mileage basis. The mileage basis was for a different route—the route via Rothesay. Witness never heard of Longley and Innes having made a contribution to a campaign fund. He never collected nor was asked to collect one cent. He had no reason to doubt that Mr. Todd had resigned because of ill-health. He had no discussion with the Nova Scotia Construction Company relative to their tender until he met Mr. Lindsay in St. John on May 19th.

John D. Palmer

John D. Palmer, a former director of the St. John & Quebec Railway Company, Ltd., was the next witness. Mr. Palmer, examined by counsel for the government, said that he was absent from the province when the call for tenders on the mileage basis was made. He did not know any other reason than that cited by Mr. O'Leary for the resignation of Mr. Todd. The other members of the board were sorry to see him resign.

Q—Was there any other reason why the tenders were not opened

A—I would imagine, Mr. Carvell, that you as a business man would know that the tenders should not be opened by only three directors. Mr. Fisher was absent and it was necessary to secure a new president to succeed Mr. Todd.

Mr. Carvell—I readily admit that was a good reason, but your explanation in regard to Mr. Todd's retirement seems unreasonable.

Mr. Palmer—That is all I know about it.

Mr. Teed—It depends on the point of view that one takes.

Mr. Hanson—Particularly when one is looking for something he expects to find and doesn't find it.

Mr. Palmer said that if he remembered correctly Mr. Todd had spoken of his resignation at the forenoon session on December 30th, 1915. He had no knowledge that there was any friction before the meeting.

Mr. Carvell—Well it is singular outsiders know more than you.

Mr. Hanson—Well they have livlier imaginations.

Witness swore positively there had been no change made by the directors in the figures in the tender of the Dominion Construction Company, after tender was received. He was not aware of any offer being in the hands of the Government, prior to the appointment of the board, for the construction of the railway. Either Mr. Wheaton or Mr. McLean had spoken to him about the work, but they had not put in any tender. Witness said Mr. O'Leary had taken the ground that the road should not be built past Centreville. He (Mr. Palmer) was strongly in favor of giving railway facilities to the people between Centreville and Andover. The large increase in the cost of labor and all materials convinced the board that the company could not do the work on the upper section at the old figures. He was still convinced that the board acted properly in increasing the figures. He never heard of the payment of any money to Mr. Tennant by the Nova Scotia Construction Company and was the most surprised man in the world when he read of the pay-

Continued on page 5.

LEADING FIGURES AND CRACK CAVALRY OF ITALY

The Silver Tongued Orator of Minnesota, Charles A. Towne, Former United States Senator

Late Member of Congress from New York—Nominated for Vice-President

Recommends Nuxated Iron to All Who Feel the Need of Renewed Energy

Says That Henceforth He Shall Not Be Without It

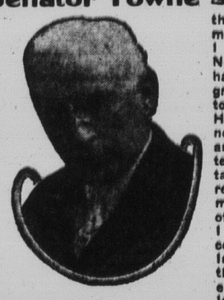
Probably no remedy has ever met with such phenomenal success as has Nuxated Iron—Over three million people annually are taking it in this country alone, to say nothing of the vast number who are using it in France, England, South America and other countries. It has been highly endorsed and used by Former United States Senators and Members of Congress; Physicians who have been connected with well-known hospitals have prescribed and recommended it; Monseigneur Nannini, a prominent Catholic Clergyman, recommends it to all members of the Catholic Church Former Health Commissioner, Wm.R. Kerr, of Chicago, says it ought to be used in every hospital and prescribed by every physician; Dr. N. H. Hornstine, for ten years connected with the Department of Public Health and Charities of Philadelphia, says the administration of Nuxated Iron in a number of stubborn cases where other tonics had utterly failed, only served to convince him absolutely of its remarkable and unusual power; Former First Assistant Post Master General of the United States, C. P. Grandfield, strongly endorses and recommends it to the tens of thousands of civil service employees who know his name and signature. Sarah Bernhardt—"the Divine Sarah," the world's most noted actress, has ordered a large quantity sent to the French soldiers to help give them strength, power and endurance.

Former United States Senator Wm. E. Mason says the results he obtained from its use in his own case were so beneficial that he feels it should be made known to every nervous, run-down man, woman and child. The famous "Cyclone" Davis, Member of the 64th United States Congress, says the effect of Nuxated Iron on him was almost magical, that after taking it, nothing seemed to tire him out no matter how strenuous it might be. Dr. A. J. Newman, late Police Surgeon of the City of Chicago, and former House Surgeon Jefferson, Park Hospital, Chicago, says Nuxated Iron has proven through his own tests of it to excel any preparation he has ever used for creating red blood, building up the nerves, strengthening the muscles and correcting digestive disorders.

Dr. Schuyler C. Jaques, Visiting Surgeon St. Elizabeth's Hospital, New York, says he has never before recommended any remedy to the public, but that in the case of Nuxated Iron he would feel he were remiss in his duty not to mention it. Dr. Ferdinand King, New York Physician and Medical Author, says that in his recent talks to physicians on the grave and serious consequences of iron deficiency in the blood of American women he has strongly emphasized the fact that doctors should prescribe more organic iron—Nuxated Iron—for their weak, run-down, nervous, haggard-looking patients. Ty Cobb, the greatest ball batter of all time, took it to help give him renewed energy and great staying power. No matter what anybody says, you could not, at this day, get such prominent men to endorse a remedy that has no value—doctors, lawyers, politicians, athletes—a great array.

What Senator Towne Says:

"As a member of Congress from New York, as a member of Congress and Senator from Minnesota, as participant in political campaigns and candidate for Vice-President, my nervous energy and reserve force were tremendously drawn upon. That I survived these trials and came into advanced middle life with the elasticity and strength of a boy is unquestionably due to the rigorous attention I have paid to the proper care of my body. Recently I have been taking Nuxated Iron and have found it of the greatest benefit as a tonic and regulative. Henceforth I shall not be without it. I am in a position to testify for the advantage of others, to the remarkable and immediate helpfulness of this remedy, and I unhesitatingly recommend Nuxated Iron to all who feel the need of renewed energy and the regularity of bodily functions.



Chas. A. Towne

MINNESOTA'S MAN OF MARK

Former United States Senator, Charles A. Towne, graduated from the University of Michigan, twice elected member of the United States Congress, served in the United States Senate, nominated for Vice-President, takes Nuxated Iron; now recommends it to all who feel the need of renewed energy.

Dr. E. Sauer, a Boston Physician who has studied both in this country and great European Medical Institutions, said: "Nuxated Iron is a wonderful remedy. Not long ago a man came to me who was nearly half a century old and asked me to give him a preliminary examination for life insurance. I was astonished to find him with the blood pressure of a boy of twenty, and as full of vigor, vim and vitality as a young man; in fact, a young man he really was, notwithstanding his age. The secret, he said, was taking iron—Nuxated Iron had filled him with renewed life. At 30 he was in bad health; at 46 he was careworn and nearly all in—now at 50, after taking Nuxated Iron, a miracle of vitality and his face beaming with the buoyancy of youth. If people would only take Nuxated Iron when they feel weak and run-down instead of dosing themselves with habit-forming drugs, stimulants, and alcoholic beverages, I am convinced that in this way they could ward off disease, preventing it becoming organic in thousands of cases, and thereby the lives of thousands might be saved who now die every year from pneumonia, grippe, heart trouble and other dangerous maladies. The real, true cause which started their disease was nothing more or less than a weakened condition brought on by a lack of iron in the blood. Thousands of people suffer from iron deficiency and do not know it."

If you are not strong or well, you owe it to yourself to make the following test: See how long you can work or how far you can walk without becoming tired. Next take two five-grain tablets of Nuxated Iron three times per day after meals for two weeks. Then test your strength again and see how much you have gained.

NOTE—Nuxated Iron, which has been used by Former United States Senator Towne with such surprising results, and which is prescribed and recommended above by physicians in such a great variety of cases, is not a patent medicine nor secret remedy, but one which is well known to druggists everywhere. Unlike the older inorganic iron products, it is easily assimilated, does not injure the teeth, make them black, nor upset the stomach; on the contrary it is a most potent remedy in nearly all forms of indigestion as well as for nervous, run-down conditions. The manufacturers have such great confidence in Nuxated Iron, that they offer to forfeit $100.00 to any charitable institution if they cannot take any man or woman under sixty who lacks iron and increase their strength 100 per cent. or over in four weeks' time, provided they have no serious organic trouble. They also offer to refund your money if it does not at least double your strength and endurance in ten days' time. It is dispensed by Wasson's Drug Store and all good druggists.

Women! Keep This On Dresser! Never Let Corns Ache Twice

Instantly! Few drops stop corn-soreness, then corns and calluses shrivel, loosen and lift out with fingers—No pain!

The world owes thanks to the genius in Cincinnati who discovered freezone, the new ether drug.

Small bottles of the magic fluid can now be had at any drug store for a few cents. You simply apply a few drops of this freezone upon a tender, aching corn or a hardened callus. Instantly the soreness disappears and shortly you will find the corn or callus so loose and shriveled that you lift it off with the fingers. Not a bit of pain or soreness is felt when applying freezone or afterwards. It doesn't even irritate the skin or flesh.

For a few cents one can now get rid of every hard corn, soft corn, or corn between the toes, as well as painful calluses or bottom of feet. Everyone who tries freezone becomes an enthusiast because it really doesn't hurt or pain one particle.

Tell your druggist you want a small bottle of genuine freezone. Each bottle is packed in a little round wood case. Don't accept anything else.

F. B. CARVELL ADMITS HE ADVISED PAYMENT

Continued from page 4.

ment in the papers. He still had confidence in Mr. Thompson's judgment that the new figures were fair and reasonable. He also used his own business judgment in connection with the contract on the upper section. He had not changed his mind that the increased prices were necessary.

To Mr. Hanson, Mr. Palmer said that in connection with the Centreville-Andover section, the contractors claimed they couldn't build the road on the old prices and cited instances of increased cost with which any reasonable man would agree. Ross Thompson went into the matter exhaustively and submitted a report on the figures to the president.

Q—Was it due to any outside influence?

A—Outside influence from any quarter was never brought to bear.

Q—Was any political pressure ever brought directly or indirectly?

A—No, Mr. Clarke said on every occasion for the directors to use their own best judgment.

Q—Did any member of the Government directly or indirectly try to influence your decision with respect to any tenders or in any other connection?

A—Never.

Q—Did you ever have communication with Mr. Tennant, directly or indirectly?

A—I never had. I do not know Mr. Tennant.

Q—Any communication with Mr. Nagle, directly or indirectly.

A—Never communicated with him directly or indirectly.

Q—Then no pressure was brought to bear on you at any time, nor on any occasion on any matter?

A—None whatever.

Witness said he had no reason to doubt that Mr. Todd had resigned because of ill health. The vacancies on the board were the only cause of the first tenders not being opened. The board was not asked to defer consideration of the tenders. They acted absolutely independently. If any change was made in the tender of the Dominion Construction Company it was made either before it reached his hands or afterwards.

He never had any intermeddling with railway matters by any middleman or go between. Such a person would never have had a look-in.

To Mr. Carvell, witness said no person ever suggested that the board take this or that course.

This completed the evidence at the afternoon session and the court adjourned until 7.30 o'clock.

Evening Session.

On resuming, Edward Girouard, former secretary of the St. John and Quebec Railway Company, was the first witness. His evidence was along the same lines as that given by Mr. O'Leary and Mr. Palmer. He denied absolutely that any contractor, member of the Government, or any other party, had ever tried to influence his action on any tender or any other matter. The board exercised their best judgment on all matters and he believed they acted wisely. He corroborated the evidence of his former co-directors on every point, his examination being along similar lines.

F. W. Sumner.

The evidence of F. W. Sumner, former president, was along the same lines. It was brought out by Mr. Sumner that the Dominion government did not favor the mileage basis and would not build the bridge, while the minister of railways declined to grant the subsidy if the road was constructed on the mileage basis.

Mr. Sumner, who is a practical railway man and familiar with the cost of materials, said that it would have been an utter impossibility for the contractors to have undertaken the Centreville-Andover work at the old figures.

Mr. Sumner denied absolutely that any pressure had been brought to bear at any time by Messrs. Tennant or Nagle or any other persons. No member of the government, directly or indirectly, ever tried to influence his decision.

Pressure of space will not permit The Standard to give a full report of the evidence of Mr. Girouard or Mr. Sumner, but it was absolutely along the same lines as that of their co-directors.

The court adjourned at 9 o'clock until 10 o'clock this morning.

EXCESSIVE HEAT KILLS MANY.

For twenty-four hours on Thursday the death list in New England totalled 28 from the excessive heat—ten of the number died in Boston.

At the latter city the mercury hung above 90 for over eight hours, with the maximum 98. At two o'clock in the afternoon for the four days, Monday, Tuesday, Wednesday and Thursday, the thermometer registered 98 and this was the hottest at any one time of the four days.

Well over one hundred people were killed by the heat in New England during the four days, while the number reported stricken by heat prostrations during that period is well up in the hundreds. On Thursday alone there were seventy heat prostrations in Boston and vicinity.

Reports from different parts of the States show many deaths from heat, and since Monday there have been 134 deaths from heat in Philadelphia, when the maximum temperature was 96.

If it were possible, a little of the cool St. John weather transported to New England would be most acceptable.

PLAYGROUNDS EXECUTIVE MEET

A meeting of the executive of the Playgrounds Association was held at the Y.M.C.A. last evening with Mr. W. C. Good, the president, in the chair. Very satisfactory reports were received from the six supervised playgrounds, girls' clubs and baseball league of the boys' club.

It was decided to have the form