

# The Carleton Sentinel.

VOL. 56.—No. 45.

WOODSTOCK, N. B., WEDNESDAY, NOVEMBER 2, 1904.

WHOLE No. 3006

## Facts for the Electors.

The Conservative Speakers in the County of Carleton, are deliberately attempting to mislead the people over the G. T. Pacific Contract, and we venture to say that not one of them has yet had the manliness either to read or refer to the contract between the Government and the Company, by setting forth the terms and conditions under which the G. T. P. is to be constructed, as will be found in Chapter 71 of the Statutes of Canada, 1903, Vol. 1.

We are constantly told that the construction of this Railroad will simply mean an avenue for diverting Canadian traffic to the Port of Portland, Maine, and would respectfully call the attention of the Electors to Sec. 42 of the Contract, which is as follows:—

Sec. 42. "It is hereby declared and agreed between the parties to this agreement that the aid herein provided for is granted by the Government of Canada for the express purpose of encouraging the development of Canadian Trade and the transportation of goods through Canadian Channels. The Company accepts the aid on these conditions, and agrees that all freight originating on the line of the railway, or its branches, not specifically routed otherwise by the shipper, shall, when destined for points in Canada, be carried entirely on Canadian territory, or between Canadian inland ports, and that the through rate on export traffic from the point of origin to the point of destination shall at no time be greater via Canadian ports than via United States ports, and that all such traffic, not specifically routed otherwise by the shipper, shall be carried to Canadian ocean ports."

For fear the Company might, by its Agents, induce the shippers to route their traffic via American Ports, Sec. 43 was enacted, which is as follows:—

Sec. 43. "The Company further agrees that it shall not, in any matter within its power, directly or indirectly advise or encourage the transportation of such freight by routes other than those above provided, but shall, in all respects, in good faith, use its utmost endeavours to fulfil the conditions upon which public aid is granted, namely: the development of trade through Canadian Channels and Canadian ocean ports."

And then, to make it doubly sure, the Company are bound to establish Steamship lines both from Atlantic and Pacific ports by Sec. 45, which is as follows:—

"The Company shall arrange for and provide, either by purchase, charter or otherwise, shipping connections upon both the Atlantic and Pacific oceans, sufficient in tonnage and in number of sailings to take care of and transport all its traffic both inward and outward at such ocean ports within Canada, upon the said line of railway, or upon the line of the Intercolonial Railway, as may be agreed upon from time to time, and the Company shall not divert, or so far as it can lawfully prevent, permit to be diverted, to ports outside of Canada any traffic which it can lawfully influence or control, upon the ground that there is not a sufficient amount of shipping to transport such traffic from or to such Canadian ocean ports."

We would like to ask, is it reasonable that any Company, after spending millions of dollars in establishing lines of Steamships would carry their freight to Portland, Maine and allow their vessels to cross the ocean empty and by Section 21 of the Contract in case the Company do not properly operate the road, the Government have reserved to themselves the right to run Intercolonial trains over both the Eastern and Western divisions, and have also reserved the right to grant powers to any other Company to occupy the road as well. The said Section 21 is as follows:—

"The said Lease shall also contain proper and usual provisions:—

(a) Reserving to the Government, in respect to its ownership, present and future, of the Intercolonial and other line of lines of railway, running powers and haulage rights over the said Eastern Division upon equal terms with the lessees, subject to such reasonable restrictions as may be necessary to secure safety and convenience in the operation of all the traffic over the said Division, and subject to the payment by the Government to the Company of such reasonable compensation as may be agreed upon between the Government and the Company;

(b) Reserving power to the Government to grant running powers and haulage rights sufficient to enable any railway company desiring to use the said Eastern Division or any part thereof, to do so upon such terms as may be agreed upon between the companies, or, in case of their failure to agree, then upon such terms as may be deemed reasonable and just by the Government, having regard to the rights and obligations of the lessees;

(c) Securing to the Government, in respect of its ownership as aforesaid, running powers and haulage rights over the Western Division, or any portion thereof, upon such terms as may be agreed upon between the Government and the Company;

(d) Securing to any railway company, desiring to make use of the same, running powers and haulage rights over the said Western Division, or any portion thereof, upon such terms as may be agreed upon between the companies, or, in case of their failure to agree, then upon such terms as may be deemed reasonable and just by the Government;

(e) Securing to the Company running powers and haulage rights over the Intercolonial Railway, or any portion thereof, upon such terms as may be agreed upon between the Government and the Company.

2. If any question arising under the provisions of subparagraphs (a), (b), (c), and (d) of this paragraph, the parties shall fail to agree, the matter in difference shall be determined by arbitrators to be appointed in the manner provided by paragraph forth-seven of this agreement; Provided, however, that if a Board of Railway Commissioners shall be hereafter appointed under the authority of an Act of the Parliament of Canada, having powers substantially as proposed by Bill number 21 of the present Session of Parliament, then such dispute shall be determined by such Board, from whose decision herein either party shall have the right, without leave, to appeal to the Supreme Court of Canada."

Beyond all this, under the Railway Commission Act, the Commission have the power to regulate the traffic rates over the whole road whenever they feel inclined so to do. It seems to us that it would be pretty hard to bind down a Company any more strongly than is this Company under the Provisions of the Contract above referred to, and we would challenge the Press, or any other Conservative paper in the Province, to publish sections of the said Act which are referred to above.

## Those Additions to the List.

Our esteemed Contemporary, the Press, in its extra of the 27th inst., grows a little warm under the collar over the fact that the conservatives were unable to smuggle onto the lists over 150 unqualified voters, and have given the version of the affair in about as unfair a manner as might be expected from such a source.

The Conservative workers all over the County determined to win this election by any means in their power, and were willing to resort to any kind of perjury, if necessary, in order to get names on lists who would vote for Hale. The result was that the local members of the Conservative party got their heads together and prepared an affidavit which was used all over the County, but which did not meet the requirements of the law. Under section 21 and 22 of Chapter 71 of the Consolidated Statutes of New Brunswick, 1903, the law provides that, in case a name is omitted from the lists at the yearly revision in October, which should have been added, then, at any time prior to ten days before the day of election, an application may be made, supported by affidavits, to the Sheriff, who, on being satisfied that it has been served upon two of the Revisors for the Parish in which the name should have gone on, has a right to determine the matter and decide whether or not the name should have been added on the original list, and no name can be added by the Sheriff, excepting one who had a right to be added by the Revisors at the annual revision.

So far as the present case is concerned, no person has a right to be added to the list, excepting a man who was 21 years of age and a British subject, "possessing other necessary qualifications as to property, residence, etc., on the 21st day of October, 1903."

The legal advisers of the Conservative party prepared an affidavit which did not state that the applicants were 21 years of age in October, 1903, but simply stated that they were of age at the present time. In that way they were able to get affidavits which they could not have obtained had they prepared them according to law; and had they stopped at that it would not have been too bad, but the SENTINEL states, and is in a position to prove, as we will show hereafter, that in many cases these affidavits were made by men to have names added who were not more than 19 years of age.

All the orders from the Sheriff, to be served upon the Revisors were, at the request of the Conservative managers, made returnable on Thursday evening, the 20th inst., at 8 o'clock, but on account of a public meeting being held by Mr. R. L. Borden in the opera house the same evening, at the request of Mr. Hartley, the hearing was adjourned until Saturday morning at 10 o'clock. When the court opened Mr. Leighton, representing the Liberal party, objected to the form of affidavits on the ground that they did not show that the applicant was prima facie entitled to have his name added to the list. The matter was so perfectly plain that the Conservative lawyers were compelled to admit the truth of it, and then proceeded to give oral testimony, for the purpose of having their names added. They worked at this until nine o'clock Saturday night when, at the request of Mr. Hartley, and without any agreement on behalf of the Sheriff or Mr. Jones, the further hearing was adjourned until 10 o'clock Monday morning.

When the court opened Mr. Jones pointed out the law, that no court could be held within ten days prior to the day of election, and therefore the Sheriff, having no jurisdiction, could not proceed, and the result was that Mr. Hartley and his Conservative friends, either through ignorance of the law or negligence of duty, were unable to proceed any further.

In proof of the statement which we have made above that there was a deliberate attempt to fill the lists with unqualified names, we will give one application and one affidavit as a sample, as follows:—

### APPLICATION.

1. William W. Wilson of Parish of Wicklow, in the County of Carleton, hereby apply to you as Sheriff of the said County, under the Provisions of "The New Brunswick Elections Act" to have the name of Morris Carmichael placed upon the voters list of the said County of Carleton, the said name having been omitted from the said list.

Dated this Twentieth day of October, A. D. 1904.

To WM. A. HAYWARD, Esq., Sheriff of Carleton County. (Sgd.) WILLIAM W. WILSON.

COUNTY OF CARLETON, TO-WIT:

I, William W. Wilson of Wilmot in the County of Carleton, merchant, make oath and say, That

1. The Applicant mentioned in the foregoing Application is entitled to have his name placed upon or added to the voters list of the said County of Carleton, upon the list of voters for polling sub-division number four in the said County, by reason of the following qualifications, viz, that he is a male person of the age of twenty one years and is a British Subject and is not otherwise legally incapacitated from being registered upon the voters list of the said County of Carleton, upon the list of voters for polling division aforesaid.

2. That the said Morris Carmichael was and has been a resident of the Province of New Brunswick, for the twelve calendar months next preceding the First day of May, A. D. 1903, and that the said Morris Carmichael was on the First day of May, A. D. 1903 a resident of and domiciled in the said Electoral District of the County of Carleton, and that the said Morris Carmichael has been since the First day of May, A. D. 1903 until the present time, and is now a resident of and domiciled in polling sub-division number four of the said Electoral District of the County of Carleton.

3. That the name of the said Morris Carmichael has been omitted from the said voters list for the said County.

Sworn to at Wilmot in the County of Carleton, the 20th day of October, A. D. 1904, Before me, (Sgd.) JOHN F. WILLIAMS, Justice of the Peace County of Carleton. (Sgd.) WM. W. WILSON.

The above affidavit was one of 19 prepared and sworn to by Mr. Wilson for the Parish of Wilmot and the applicant mentioned in that affidavit was well known by his neighbours to be only 19 years of age, and it is a matter of so much public notoriety that Mr. Wilson would not have the hardihood to deny it, and out of the nineteen names applied for in the Parish of Wilmot, on the production or oral testimony, only one name was added.

We think that this reference to the Wilmot list alone ought to be sufficient to shut the mouths of any of our Conservative friends, especially the local members of the Conservative party.

A more deliberate attempt to steal an election by unfair means was never practised in the Province of New Brunswick, and it is impossible for the Liberal Party to bestow too much praise upon Messrs Jones and Leighton for the energetic manner in which they met the onslaught and for the ability with which they accomplished its defeat.

## Here Are The Answers.

For the information of the Political Editor of the Press Mr. Carvell has authorized the SENTINEL to make the following answers to the series of questions contained in their issue of the 27th inst., under the heading, "Information for the ratepayers. Some questions for Mr. Carvell to answer on Nomination Day."

Unfortunately the Press did not appear in time to give Mr. Carvell a chance to publicly answer the slanders and he therefore takes this means of giving them as much publicity as possible.

1. In the first place it is absolutely absurd to ask Mr. Carvell "whether or not the Small & Fisher lots on Elm Street were sold for \$1200 to the Government when they were not worth over \$300, and who shared the rake off." The latter part of the question contains an imputation which is absolutely false, and which the Press dare not publish as a statement. The very absurdity of the idea will be manifest when the public are told that the Small & Fisher business is owned by a joint stock Company consisting of five directors, one of whom is Mr. J. C. Hartley, who is also the Secretary of the Company, and every year since its incorporation in 1894 the books have been audited by Mr. D. McLeod Vince, for which service he has received the sum of \$100 per year, and in his report of the audit of the year when the lots were sold to the Government, he stated that he had carefully examined the books and everything was perfectly regular. How would it be possible for a rake off such as this to take place without Mr. Vince's knowing of it, and would it be reasonable that Mr. Vince would certify that everything was straight and correct if he had found a steal of \$900.

2. It is true that the Government purchased the rink property from Mr. H. P. Baird for \$7200, \$1200 of which was paid by conveying to Mr. Baird the Small & Fisher lots on Elm street, leaving \$6000 in money, out of which Mr. Baird paid the Lindsays \$2000 for the land and not a dollar of a rake off was shared by Mr. Carvell or any other person on his behalf out of the transaction.

3. Public Tenders were called for the construction of the Woodstock Armoury, and were published for three weeks in the Carleton SENTINEL, the Woodstock Dispatch, the St. John Daily Globe and numerous other papers throughout Canada. The plans and specifications remained in Mr. Carvell's office for nearly three weeks, during which time they were open to the inspection of every person who wished to see them, and during that time Mr. D. McLeod Vince asked for, and received permission, if he chose so to do, to take one copy of the specifications with him for perusal. As a matter of fact, however, he never returned for them and we do not know whether he ever read them over or not. Three tenders were sent to the Department, the lowest being Mr. Fisher's at \$31,980, the highest being that of one Henry W. Cowell for \$35,000. Mr. Fisher's tender, being the lowest was accepted by the Department and the contract awarded.

4. Mr. Carvell, at the present time, owns \$150 of stock in this paper and has never owned more than that amount. We are happy to state that the SENTINEL is in splendid financial condition and the Press or any other conservative can have a list of stockholders on application.

5. Mr. Carvell never gave evidence at any examination in his life when the question of building a wall around the post office was discussed and never swore that it was his, and as a matter of fact it never was in his name, and he never had any interest in the wall. The Press will look at the Auditor-General's report for the past two years it will there see in the public records how much the wall cost.

6. Mr. Carvell never received One Dollar from the repairing of the river bridge, and it would be absolutely impossible for such a thing to happen as everything was done by the days work, and the laborers can tell whether or not they ever contributed anything to Mr. Carvell or to any campaign fund.

7. Mr. Carvell has received, up to date, the sum of \$1000 as a Commissioner on the Consolidated Statutes, and this amount will be found in the Auditor-General's report for the year 1903.

8. As the President of the SENTINEL, Mr. Carvell travelled on a pass for the year 1901. Since then he has received transportation on various occasions from the C. P. Railway in return for advertising, just the same as has Mr. Appleby of the Dispatch, Mr. J. N. W. Winslow of The Press, and the proprietors of every newspaper in New Brunswick, and not otherwise.

9. Mr. Carvell did not get the Government to cancel their contracts with Mr. H. H. McCain, but on the contrary, when Mr. McCain was unable to get any more contracts he came to Mr. Carvell, who on the 18th day of January 1902, wrote a telegram to the Department at Ottawa, requesting that Mr. McCain's contract be renewed, which was given to Mr. McCain and forwarded by him. Later the same day he wrote a second telegram which Mr. McCain also sent, and the next day wrote a letter requesting the Government to give Mr. McCain contracts, which they did and which he continued to hold until the South African hay business came to an end. Mr. Carvell nor the company of which he was a member, never promised the farmers any price for their hay, but purchased their hay entirely from the hay dealers of the county, giving everybody the same price for the hay in the carload lots, F. O. B. at points along the railway, and continued to pay the same price until the end of the business.

10. It is impossible to state at the present time how much Mr. Carvell has received from the Local Government for legal services, but the Auditor-General's report will show the amount for the year 1903, and he has done about the same amount of work as Prosecuting Attorney for the present year and has received therefor about the same amount of payment, and the SENTINEL would like to know whether or not Mr. Carvell has not as good a right to take a retainer from the Local Government as would any other barrister in the province.

If the Press has any further questions to ask regarding Mr. Carvell, or the Liberal Party at large, the SENTINEL will be only too happy to give them all the information in its power, and we also would respectfully ask our contemporary why its political editor, or some other of its henchmen did not have the manliness to ask these questions to Mr. Carvell's face on Nomination Day when he would have had a chance to answer their vile slanders which they so cowardly make behind his back.

The Toronto "News" is a great Independent Daily, with special correspondents all over Canada, who are in a position to accurately size up the situation. Further, the paper is owned by prominent Conservatives. In an estimate of the result it says the Government will win by at least 40 majority, and that Laurier is sure of another five years.

VOTE FOR CARVELL and have a Government member for Carleton. He is a man of whom the County should be proud. Send him to Ottawa by a rousing majority, and be in line with the whole Dominion.

## YOUR FAMILY DRUGGIST.

The relation of the druggist to his customers is different from that of other merchants. The professional character of his business has a bearing. The druggist must supply knowledge and skill of an important character. His patrons have to depend upon him in many ways. It is therefore essential that you patronize a dependable drug store.

Find one and stick to it. Try this one, and we have no doubt that you will stay.

## GARDEN BROS.

DRUGGISTS.

Main Street, Opposite Queen.

Woodstock, N. B.