

PROGRESS.

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PRICE FIVE CENTS.

WHY THEY CRY FOR MORE

THE CONNOLLYS ASK THE CITY TO SETTLE A SMALL BILL.

They feel that they have been dealt with in the severely strict letter of the contract—points taken by the city in answer to the claims for extras.

"If it were done, when it were done, then it were well it were done."

It is precisely one year and two days since the corporation of St. John entered into a contract with "Nick and Mick" Connolly for the building of wharves and the dredging connected therewith at Sand Point, at a contract price of \$132,902.92. It might as well have been for \$132,903 even money, but it was not, for the odd cents seemed to have been very carefully considered in those days. The work has been completed, and so far as facts have developed it appears to be satisfactory.

From time to time during the progress of the work, there has been a good deal of criticism by the press and members of the council. Progress has had a good deal to say about it, because it believed, in the interests of the citizens, the work under a contract of such magnitude could not be too carefully watched. It has not assailed the Connollys, but has rather pointed out the negligence and lack of business capacity on the part of the board of works and its engineer. It has foretold that the inevitable result of the system, or want of system, shown throughout would be a claim for extras. The prediction has come true.

A week or two ago, Progress told its readers how the contractor declined to give the city a release until their bookkeeper was consulted. The bookkeeper seems to have been heard from, for last week they put in a special claim of \$62,563.04, the odd cents showing a very careful system of keeping accounts in which nothing was lumped or rolled off in round numbers. The four cents are a small but essential part of the claim.

According to a report in one of the city papers, "The contractors charge the city with 528 hours' detention of dredging plant on account of additional haul of dredged material beyond the distance specified in the contract, viz, 1 mile. This is at the rate of \$42.50 per hour, and foots up to \$22,440. They also claim for towing 75,986 cubic feet of dredged material outside of breakwater as directed at 15 cents per yard, \$11,297, and for detention in the construction of the easterly wharf, \$9,150; for labor and materials furnished and used in southerly wharf, \$917.25; for labor and materials placing mooring posts as directed, \$323.62; to interest on estimate retained, 138.07; security deposited with the city, 6,645; interest on same at 3 1/2 per cent, \$216.21. The contractors debt the city with the contract price of the work, \$132,902.92 and credit it with \$131,567.93 cash paid during construction.

It would appear from this that neither the Connollys nor their bookkeeper came to St. John to get their education in arithmetic. The figures appear extravagant, and it is quite possible that were the claims admitted, the contractors would be willing to accept a cash offer which in the face of it would seem to be a ruinous discount on the catalogue price. As it is, there is likely to be a law suit.

When the claim was put before the board of works, it was decided to call a special meeting of the council to consider it. On second thoughts it has been decided to allow it to take its turn at the regular meeting on Thursday next. In the meantime the friends of the contractors are explaining why the latter feel they have been ill used.

There are two sides to every story, and it is only fair that the side of the Connollys should be given. They appear to feel that they have been ill-used and annoyed, and that in some special instances, insult has been added to injury. They have an idea that they have been made to do a great deal more than they should have been compelled to do, and that the letter of the contract has been insisted on as it would have been in no other city on the continent.

In the first place they claim that in regard to the birch timber used in the construction of the wharves, they were forced to supply every stick in accordance with the highest grade named, though for some parts of the work a cheaper quality would have suited equally well. This insistence on the letter of specification was made at a time when that standard of timber was scarce, and they were forced to pay extravagant rates to a St. John man in order to comply with the demand. They do not deny that they were legally bound to do this, but what they do claim is that as good work would have been done and the interests of the citizens as well served had there been a little more of the spirit of give and take which is found in ordinary commercial transactions.

In answer to this, it may be stated that the council were aware that the citizens expected this work to be done in the interests of the city, and that any deviation from the specifications was likely to be sharply criti-

cized. There does not seem to be much in this contention of the contractors.

There is another matter, which while purely sentimental and not in the light of legal contention, may have something to do with the desire of the Connollys to be as sharp with the city as the city is with them. They claim to have been treated with scant courtesy by the city, from start to finish. In addition to being held, as they believe, to the full letter of their contract, they felt themselves under suspicion, and that they were watched as though their steady purpose was to evade the terms of specification. When the work was done, it was difficult to get the board of works to inspect it, and when the inspection was made and the work known to be completed, there seemed to be no appreciation of the good job the contractors had done. In most cities, it is claimed, there would have been some official recognition of the completion of such an important work, but here, so far, there has been nothing of the kind.

So much for the sentimental aspect of the question, but the practical and important part is found in the claims due to the contractors having to deposit their dredging outside the breakwater instead of within the harbor as originally directed. At the outset they began to dump outside the C. P. R. wharf, but Harbor Inspector O'Brien stopped this, and then they had to go elsewhere. Somebody seems to have directed them to go outside the breakwater, or possibly that was the practical interpretation of the order of Inspector O'Brien not to dump within the harbor. At this time they expected some definite arrangement to be made in regard to the extra cost to which they were put. Nothing was done, however, so they went ahead, did their towing and dumping, and now they send in the bill.

The reply of the city to this is likely to be that any extra expense to which the Connollys have been put is due to their own neglect to provide the necessary scows to do the work. One section of the specification says that "the excavated material is to be deposited and levelled as directed within the space enclosed, or to be enclosed, by the wharves so far as practicable, the balance deposited where and as directed not to exceed 2 1/2 mile towing." The contractor is to provide all dredges, machinery and other appliances required to make the necessary excavation," etc. It is claimed that had the Connollys had sufficient plant, they need not have had to go outside the harbor, but that with one tug and insufficiency of scows they were unable to take advantage of the tides to deposit at Sand Point without injury to the harbor. If so many scows were not enough get twice as many. If one tug could not do the work, then get two. The city had nothing to do with this, and it is claimed there is no responsibility beyond the one mile limit.

There is also some reliance placed on the "less or damage" clause in the specification, a portion of which declares that "all loss or damage arising out of the nature of the work to be done, from any detention or other unreasoned or unusual obstruction or difficulty which may be encountered or experienced in the prosecution of the work, or from action of elements, or any cause whatever, shall be borne and sustained by the contractor." This seems to have been carefully drawn as an omnibus clause intended to cover all possible contingencies.

The most evident thing at present is that there is likely to be a lawsuit.

It Might have Been Worse

Progress' machinery is run by electricity and during this season of the year the steam boiler and furnace are unused except the latter which is sometimes used as a receptacle for oily waste and loose scraps of paper. During the half hour that the building was unoccupied between six and seven o'clock Thursday evening this waste and paper caught fire and the furnace door being open communicated to a larger quantity of paper shavings thrown for the time being into the coal bin. Fortunately this was directly in the corner of the building by a window and Messrs. Gordon Boyne, LeBaron Robertson and Rogers who happened to be in the adjoining premises at the time discovered the fire and soon had it under control. The firemen arrived and put the extinguisher on, the sole damage being a broken window and a charred coal bin. The only explanation of fire catching when there had been no fire is spontaneous combustion of the oily waste.

Look Out For Fast Work Then.

It is quite evident from the reports of the Bangor races that speculation made a good showing in pushing the winner to such a clip to win. That was Speculation's first race this year and Mr. Carvill did not go into it with the expectation of winning. His horse was too fat and needed just such a race to take the flesh off of him. He will be in better shape when he meets Brazilian and Helena at St. Stephen next week. Then there will be some fast work.

ALL FOR SWEET CHARITY

RAFFLES AND A WHEEL OF FORTUNE AT THE MASONIC FAIR.

Governor Daly Would Not Be a Patron, But He Won a Silver Chocolate Jug—The Authorities Were Utterly in the Violation of the Law.

HALIFAX, Aug. 30.—"The end justifies the means." That is the motto which permits the doing of many a thing which otherwise would not be tolerated by the community. What brings the fact to mind just now is the "Masonic Charity Fair," which closed last week, after so successful a career. About 40,000 people entered the building where the big bazaar was held to see the "living whist" and the march of one hundred and twenty young ladies, and view the various attractions of the show. But the raffles, and drawings and the wheel of fortune were some of the greatest means by which the sum total of the receipts was rolled up to between \$9,000 and \$10,000. All these schemes for raising money were justified on the ground that the object to which the money was to be donated was a good one—Charity.

"O Liberty, what crimes have been committed in thy name." In the cause of the "Charity Fair" "crimes" would be too strong a word to apply to some of the things that were done to make it pay, and to swell the fund to be devoted to "sweet charity," but some hard name should characterize the gambling schemes that drew forth a golden stream to the coffers of the bazaar.

No one for a moment will deny the laudable object in view, but few can be found who will defend all the means taken to secure success. The new criminal code makes raffles and drawings included in offences against the law. "The wheel of fortune" that was nightly in full blast, was the old gambling game, pure and simple. There was not a day on which the fair was held on which Chief of Police O'Sullivan, had he done his duty, could not have come down upon it and stopped half a dozen little plans for making money. Some weeks before the fair began its managers seriously considered the statement that these innocent speculative schemes they had in prospect were illegal. They were perfectly well aware of the fact, and hesitated to proceed. But assurances were received on the quiet that the eyes of the law would be shut to what might go on, and shut they proved to be. There were conscientious scruples in the minds of several of the committee who had the fair in charge. But the majority were of the opinion that the greatest part of the money to be made was to be got by lottery tickets, raffles, etc., and the committee decided to take the chances of possible intervention by law, and go in for making money. It was for "Charity." So half a dozen schemes were set in motion, which, as already remarked, every member of the committee knew, and police officials, magistrates, and judges knew were in open violation, not only of the Dominion criminal code but some of them of older statutes as well. The assurance that immunity from prosecution would be granted came from pretty high authorities. And why, it was said, should the Masons be troubled, when St. Mary's society, the week before had practiced the same devices, on a smaller scale, but with comparatively as much success? The question was well put.

It was a strange thing that St. Andrew's Lodge, above all others, should have been the organization to keep the "wheel of fortune" in motion, a wheel that turned over nearly \$2,000 net to the charity fund. The master of St. Andrew's Lodge was averse to anything of the lottery nature, but he went in with the majority and finally ended by allowing the wheel of fortune to spin in his booth. He kept his eyes turned the other way, most of the time, though, and allowed Dr. Treneman to run the fascinating machine. The doctor worked it for all it was worth, and made money, so that "Charity" benefited. Over and over again the police have suppressed the "wheel of fortune" when run outside,—at race-courses and elsewhere, but this time, perhaps, they were right in looking at the wheel with their blind eye, for it spun round "Sweet Charity." What does St. Andrew's master think of it now, on sober second consideration?

In connection with the fair, it is a remarkable fact that Governor Daly should have won a prize at a lottery in one of the booths. The governor had been asked to allow his name to be used, in common with a score of others, as a patron of the fair. He politely declined. His Honor said he wished the enterprise well, but he could not conscientiously become the patron of a "Masonic Charity Fair." His church would not allow it. Mayor Keeffe, also a Roman Catholic took a different view of the matter, on religious grounds, and his worship's name was not only in the list of patrons, but he occupied a prominent seat on the platform on opening day. He is to be a candidate at the next provincial elections to represent Halifax in the legislature! To return to Governor Daly, Though

not a patron, he visited the fair, paying his ten cents for admission. He made a journey round the booths, and before he left, bought a twenty-five cent ticket for a silver chocolate jug. That ticket bore the lucky number, and today government house may contain, if in fact it does not, a silver chocolate jug, won at a lottery in the masonic fair, of which he could not see his way clear to become a patron. The popular and hospitable governor was a lucky man to secure the gubernatorial chair of Nova Scotia, and his luck has not forsaken him, for he won the silver chocolate jug at the Free Mason's Charity Fair.

Does it not seem a little strange that churches and charitable organizations like the Masons should be allowed to gamble in order to secure the dollars for their commendable enterprises while the poor outsider is pounced upon by the police the minute he begins his questionable business. It is peculiar, and must be simply because "the end justifies the means."

COULD NOT BE DRIVEN.

How the Council Has Not Been Up to Business in the Wharf Contract.

Ald. Baxter is one of the members of the council who has been opposed to the apparent slack way in which the board of works and the city engineer have looked after matters in connection with the Connolly contract. He has sounded a good many notes of interrogation and in most instances has had no satisfactory reply.

At the meeting of the council on May 4th, for instance, he moved that certain outside parties be appointed to investigate and report on the plans and specifications, the changes made therein, and the directions given thereunder, with a view of ascertaining the sufficiency of the same; also to report upon the work done, and in progress; whether the same was in accordance with such plans, specifications, changes and directions, and generally to inform the public whether or not a judicious expenditure was being made of the public money, and an adequate return received therefor under the contract.

This motion was vigorously opposed by Ald. W. A. Chesley and others, and the council adjourned without taking any action. At the meeting of the 18th of May Ald. Baxter, in consequence of revelations in regard to the misplacing of the northerly wharf, asked that the board of works be convened at once and the work inspected. This was not a motion, but it was a reasonable request in view of all the stories current. Ald. Law took the point of order, however, but did not succeed in hedging off an informal discussion, but no definite action was taken beyond an understanding that Ald. Shaw would see that something was done.

At the meeting on the 1st of June, Ald. Baxter had a motion on the paper requesting that the city engineer be directed to report to a special meeting of the board of public works to be held the following Tuesday, showing the amount of wharf building and dredging done under the contract; the total amount of dredging and wharf building necessary to be done according to his estimates on which payments are based; the estimated amount of dredging and wharf building yet to be performed, the report to be detailed and to fully show the condition of the whole work and all directions given by the city engineer, in accordance with his powers under the specifications.

This motion was not reached owing to a hasty adjournment but Ald. Shaw promised to get the city engineer to give the information and have a meeting of the board called to receive his report. The full information asked for has not been made known to the public to this day.

Some of Ald. Baxter's impressions may have been wrong, but he thought, and rightly, that there should be a clear understanding as to all that was being done, and what directions the engineer was giving. From first to last, however, there seems to have been a good deal of the easy-going, taking things for granted, style about the work, even though, as Messrs Connolly claim, they were in some respects held hard and fast beyond all fairness in their adherence to specifications.

A Pretty Solid Wall.

It is not generally known that the wall between the Masonic building and the building to the north of it consists of three feet of solid brick. There are really two walls, but they are practically one. The respective owners could not agree on a common wall, or rather the Masonic Hall company would not consent to have the adjoining building connected, so there are two walls where there could have been one. Thus it will be seen that were either building a mass of flame, it could not burn the other through the medium of the walls. So solid is the work that it is quite easy to hear in one building a rapping on the wall in the other building. The janitor of the Masonic Hall lives next door, and finds pounding on the wall a very simple mode of communicating with his family when anything is wanted.

LOOKING AFTER HAUNTS.

THE POLICE RAIDING LIQUOR DENNS AND OTHER PLACES.

A Citizen Complains of a New Haunt on an Important Street Where Men and Girls Congregate—The Police Have Their Eyes Upon It.

The police appear to be making it warm for those who are unfortunate enough to own "shanties" and the last week or so has been prolific in fines. If they would distribute their favors a little more generally no one would find any fault. That is what they are tramping the streets for, to see that the law is observed, but there is considerable indignation expressed that this or that old woman should be the object of their vigilance, when it would not be half so much work to discover as much law-breaking on the well lighted streets.

A lawyer who has had considerable experience in defending cases of this kind tells Progress that if a complaint is made against any person who sells liquor the best way to do is to settle the matter as soon and as quietly as possible. The people who occasionally or frequently break the law are wholly in the hands of the police and when an information is laid and the case defended it makes it all the worse for the defendant. Every policeman has his eyes open for him after that and it seems a point of honor to catch him at some time. But the one who is informed upon walks up to the court, acknowledges that he has liquor on his premises, or sold after hours contrary to law, and pays his \$20 he can count on partial immunity for a time. Even if there is not a tittle of evidence to prove that he was guilty at the time the complaint mentions it is of no use to defend the case because the prosecutor can go back three months and none of them try to evade that. So they pay their fine and say nothing.

In the same way the police are down on every criminal or supposed criminal they arrest and are so anxious to prove him guilty that they really forget what the actual facts of the case are. There was an instance not long since when an officer made three different statements before the police court, the grand jury and in the court. His stories were each time worse for the prisoner and yet they differed so greatly that when the prisoner's counsel pointed out the fact to the jury they brought in a verdict of "not guilty" against the prisoner. And yet some of the force walked about complaining that the prisoner had escaped! The police should be so anxious to obtain evidence in favor of the prisoner as against him, and still their main object in every case appears to be to make the case as black as possible.

But, returning to the raiding of liquor dens and many disreputable places, Progress has had several letters from good citizens respecting what appears on the surface to be a respectable place, but which from what it can learn from the police and others is not what it seems to be. When such places exist on a back street there is little notice taken of them but when they come boldly to the front and defy the public on one of the most important thoroughfares in the city, then they begin to attract attention.

This house is situated on the corner of Duke and Prince Wm. streets and is called the Dominion House. Perhaps it would be difficult to give it its exact place among the vicious haunts but at any rate it is bad enough to be suspected by the police who have had it brought to their attention a number of times. Progress' correspondent says all kinds of people congregate there and that their orgies are a disgrace to any place or any locality. He claims also that it is a resort for young girls and for married men as well as the younger men who look upon it as one of the sights.

Several of the policemen gave Progress more information than this, but they said they had not the right kind of information yet, to permit them to bring the proprietor of the house before the court.

HE DID NOT SIGN.

Mr. Mayes S. cured the Contract but Won't Sign It.

In reply to their request for tenders for repairing the piling at the ferry floats two offers were made to the ferry committee for the contract. One of them came from Mr. Roberts of the North End, and the other from Mr. S. S. Mayes of Carleton. Mr. Roberts said he would undertake to do the work for \$13.50 per day. Mr. Mayes said he would do the work for \$14 per day. Strange as it may seem the committee decided to give the work to Mr. Mayes at the half a dollar per day extra. That is, the majority of the committee decided to do so. Those who were in favor of Mr. Mayes urged the acceptance of his tender on the ground that he was fully equipped to do the work; more fully equipped than Mr. Roberts was, and that in their view, the city would get more value out of his day's work than they would out of Mr. Roberts', at any rate, it was found out that Mr. Mayes had mere friends on the committee than Mr. Roberts, and he got the contract.

But that was not the end of the story.

Those who had supported Mr. Roberts insisted that Mr. Mayes should sign a contract to carry out the work at \$14 a day, and when such an agreement was made out by the common clerk, and Mr. Mayes was asked to sign it he refused to do so stating that it was unusual for the city to demand a signed contract from any one who did days' work for them. The committee, on the other hand, took the ground that if the city binds itself to pay Mr. Mayes \$14 per day for certain work that it is perfectly right to ask Mr. Mayes to agree to do the work for that and to sign such an agreement. It would have been far better to have accepted the lowest tender and had the work looked after sharply. It is needed badly enough.

KICKING ABOUT BRUSSELS STREET

The City Workmen Tearing Away What They Have Built Up.

A good citizen strolled into Progress office one morning of this week and began to speak of the repairs being done on Brussels street, which he had just passed. He said that something was wrong since the men were beginning to tear away what they had already constructed at so much cost.

There has been a good deal said about this Brussels street works—a good deal of complaint found by the citizens who failed to see why it was absolutely necessary. Of course it is a nice thing to have the street fixed up and the curbing as good as can be found anywhere but there are so many nice things any man or the city might have provided they could be afforded.

This building up and tearing down business shows that there must be something very wrong with the department or its engineer. The same thing has occurred several times in other parts of the city and has cost the people a lot of money. Everyone can remember what a mess was made of the job of lowering Mill street hill, how after the work was supposed to be completed the whole thing had to be done over again because someone had forgotten to lower the water pipes.

In the case of Brussels street the curbing was made too high and the people along the street began to object in very vigorous fashion. They did not fancy having the curbing a few inches higher than the sidewalk and running into it at all times. The result was that the matter was looked into and the board of works soon saw that the people were right and it was wrong.

But the trouble with all these mistakes are that they go so far before they are found out, and that it costs so much to repair them. It would be cheaper to get a capable man to plan the work in the first place, and see that it is carried out according to his plan.

FATHER DAVENPORT IN ST. JOHN.

He Will Make a Brief Visit to the Field of His Former Labors.

Rev. J. M. Davenport, of St. Clement's church, Philadelphia, is expected in the city this week, on his return from a visit to England. It is two years since he resigned the position of priest in charge of the Mission church of St. John Baptist, and he will be warmly welcomed not only by the members of the congregation, but by the public generally, with whom he was deservedly popular as a man and a citizen. Father Davenport was with the Mission church from its beginning, and remained there ten years. During that time by his personality and with the aid of one of England's great Gregorian organizers, the late Mr. Morley, the church grew from small beginnings, and in spite of many obstacles, to be popular with very many who under less favorable circumstances would have been opposed to it and its teachings. He attracted many who believed in what he taught, less from any knowledge or conviction in regard to Anglo-catholic doctrine than from a firm faith in its teacher. Thus there were made a good many "high-churchmen"—and women—in the true sense of the word, champions of "ritualism" whether catholics at heart or not. So much was this one case that since Father Davenport's departure no one of the several priests in charge has been fully acceptable to all the congregation, because in this or in that they differed from Father Davenport, who had been looked upon as the great authority. For all that the church has prospered financially, and so has the Davenport school which came into existence just on the eve of its founder's departure for another sphere of labor. Father Davenport will no doubt find much to assure him that his labors here have borne good fruit, and it is very certain that all classes will accord him a hearty welcome.

Excursions to the Falls.

The Canadian Pacific railway advertise some attractive fall fair excursions in this issue. To Chicago, Toronto, Montreal, Lewiston and Fredericton, the rates are all attractive. The full particulars can be found on the eighth page of this issue. One of the most attractive excursions is that to Fredericton, Sept. 20 and 21 when the fair is in progress there, and the return ticket is ridiculously low.