

PROGRESS

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IS A STRONG ROUGH JOB.

THE COUNCIL AND THE NEWMAN'S BROOK BRIDGE.

Chairman Christie had to have a special session of the Council to say what he thought about it—Lewis will get his money—the good that may come.

The Newman's Brook bridge is finished, the contractor is paid, or will be, Alderman Christie has had his say and everybody is satisfied, including Ald. McGoldrick, who supplied the second-hand steam piping for the hand railing.

This did not all happen at once, and a special session of the council had to be held to settle the matter. The session was held to please Ald. Christie, who is chairman of the board of public works. The latter body could have done all that was needed to be done in the matter, but the chairman wanted to get the facts before the public by having a pow-wow at which he could outwardly express his inward conviction of the cussedness of William Lewis as a contractor and the inefficiency of Hurd Peters as city engineer.

The story of the Newman's Brook bridge has already been pretty fully told in PROGRESS. Lewis & Son got the contract at a very low figure, and because the contractors were Lewis & Son the suggestion was made that there ought to be a special inspector to see that there was no funny business. The true inwardness of the suggestion was that certain members of the council wanted to provide a temporary office, at the expense of the citizens, for a man who had done good work in suppressing the pernicious activity of a Tax Reduction Association which was suffering from an inflated idea of its own importance. The scheme was nicely cut and dried, and a majority of the council voted that an inspector be appointed. When PROGRESS told the story, there was such a buzz around the heads of the board which had been authorized to name an inspector, that the matter was never even brought up for consideration. Lewis & Son proceeded with the work, under the inspection of the city engineer, and finished the bridge a fortnight before the time named in the contract. Then they asked for their pay.

Ald. Christie has a record as an expert surgeon, and he has for some time past been preparing for a demonstration in anatomy in the way of stirring up the dry bones in connection with this contract. When a man who is zealous in the public interest has little faith in a contractor and less in the inspector, he is apt to look for flaws in the work under contract. Ald. Christie did so, and his sorrow at the city's misfortune was possibly tempered with a moderate amount of joy in the contemplation of the prospect he would have to say, "I told you so." The other day the city engineer certified that the bridge was completed according to contract but also added that the chords were out of line, though not so as to affect the strength of the structure. The director of public works gave no certificate. When the matter came before the board of works, Ald. Christie refused to take the responsibility of recommending the payment of the bill, and though the board could see no other course than to pay the bill, they agreed to ask the mayor to call a special session of the council for Thursday afternoon. They did so, some of them claimed, merely to oblige the chairman, who wanted the matter ventilated.

It was, probably, a wise idea to hold the pow-wow, for it gave a disclosure of the undoubtedly lax way in which contracts are made and carried out, and it showed, too, whatever a contract may say, the city engineer is a supreme authority to interpret it, explain it away, vary, transpose or alter it. He exercised some latitude in this instance, and explained his course by saying that it was the custom to make the terms of a contract as binding as possible, but not to carry them out strictly. In other words, it would seem that a contractor is very much in the nature of a memorandum, to be adhered to or not as the engineer may see fit.

In the instance of the Newman's Brook bridge, the engineer was made the sole and final judge, and when he should say the bridge was all right, the council had nothing to do but pay the bill. This was understood when the special session was held, and the motion that the bill be paid was a purely perfunctory act, made so as to allow the aldermen to express their opinions in parliamentary form. They did so.

Ald. Christie opened and closed the debate. He started out very mildly, but waxed warmer when he had to reply to some of his colleagues. According to him, the bridge was a very bad job indeed. The chords, which should have been parallel, were four inches out of line, one of the girders was in two pieces, spliced with a fish-plate, the bolts were wrongly fastened, the wind-braces were too few, and the hand railing was made of second hand steam piping, instead of new. All these points were pretty fully discussed for an hour and a half, and then the bill

was ordered to be paid, only Ald. Christie and Millidge dissenting.

City engineer Peters was present, and heard himself hauled over the coals by Ald. Christie. When Ald. Wilson asserted that he himself had attacked public officials more than any man at the board, Ald. Christie claimed to have attacked the city engineer more than any of them, and nobody disputed the fact. In the course of his remarks, from time to time, he blamed the engineer for all the faults in connection with the bridge, and declared that never again should there be a contract which gave that official such ample powers. He went back into history to show that the Dorchester extension, the Busby boulevard, Prince William street and other jobs were evidence of the engineer's incapacity, and he intimated that, while he did not reflect upon the engineer's honesty, that official should not be in a position where a contractor could fix matters with him.

Mr. Peters did not attempt to discuss his own reputation, but gave his views on the various points of objection to the bridge. He had noticed that the chords were crooked before they were put in place, but Lewis had told him he had a "crow" which would straighten them out after they were put up. The "crow" however, had no effect on them, and this, the engineer thought was proof that they were very strong. He had spoken to Lewis about the spliced beam, but the reply had been that the contract did not say the beams were to be in one piece it did not hurt the structure. As to the wind-braces, while the contract said they should be in every panel, that had been a mistake and he had changed that part of the contract. He thought the bridge strong enough to carry several steam rollers at one time.

There was a general unanimity of opinion the bridge was an eye-sore to anybody with a plumb head, but most of them thought it a good, strong rough job. Ald. Blizard made a laugh by saying the engineer had told how good a job it would be, and that it would be a monument to him. Ald. Blizard also asserted that he would not be afraid to go over the bridge on the steam rollers, but when Ald. Christie suggested a motion that the steam roller be ordered to take him on such a trip. Ald. Blizard grew indignant, and declared he was not there to be made a target.

Nearly all the members had something to say, including Ald. McGoldrick, who modestly kept in the background until called upon. Then he rose to remark that the second-hand piping he had supplied would be found to be "eighteen cent and all there." During the course of the discussion the important points developed were that the bridge was not a thing of beauty, but was cheap and there was a lot of it for the money. That it was believed to be safe. That the city engineer had modified the contract as he thought proper, and that the board of works had ordered the payment of money during the construction, though the contract distinctly stated that none was to be paid until the work was finished. There was some talk about an attempt having been made to use sand instead of cement in parts of the structure, but this was claimed to be the mistake of a boy. The debate did not at all affect the question of Newman's Brook bridge, but it is likely to have a good effect in calling attention to the way contracts are made and carried out. The board of works wanted a strong, rough job and they have it. Lewis wanted his money, and he will get that too.

Checked for Fifty Cents.

HALIFAX, Oct. 31.—A capias for fifty cents is less than the amount usually handed to the police of this city for collection. The sum which in this way is arbitrarily demanded of poor creditors is generally greater at least than the cost of the capias, which is \$1.05. But we had an instance of a capias the other day for a fifty cent account. William Donnelly, a Windsor man, was the victim, or it was intended he should be, of the legal instrument. Donnelly got John Roan of this city to truck something for him. There was a disagreement about the work and Roan was not paid the 15 cents he asked. Then the truckman looked into the law and found that the city ordinance authorized him to collect a maximum of 50 cents for the job. He therefore named that as the amount in the capias which the policeman tried to serve. Up to date the Windsor man has been too spry for the officer and the capias is still unsatisfied. Roan has hope, however, that he will yet get his hand upon Donnelly and make him pay \$1.55 instead of the 25 cents which originally would have squared matters.

Enlarging Her Knowledge.

A young lady from St. John who has gone to Boston writes in glowing terms of her experiences in sight-seeing there. "I could see more here in one day than I could in St. John in six months," she says. In another part of the letter, and in con-

nection with another matter she innocently remarks, "I found a bedbug on the wall of my room. I never saw one before and did not know what it was." Whether this was among the sights she had referred in the first part of her letter is a matter for conjecture.

KISSES EQUAL TO CASH.

Why a Well Known Private Banker May Have to Whistle for his Money.

A well known private banker who is sought in emergencies by people who want small loans on personal security, is just now wondering how he is going to collect a note bearing the signature of a lady who opened a small shop a short time ago.

The banker long ago ceased to be a boy in years, but his heart appears to be as young as it ever was. The lady in question has not been a resident of the city until this autumn, when finding what promised to be a good business venture she decided to start a shop. Cash was required to supplement her capital, and sending for the banker she requested the loan of a few dollars, for which she offered to give her note. He informed her that he must have collateral security, but she parried the question for the time, and was so fascinating in her style that the old banker lost his usual stolid reserve and slyly kissed her. She gently reproved him, and he appeared sorry for his indiscretion, handed over the cash she had asked and went away without saying anything in regard to security.

When the note fell due, the banker called around to collect it. Before making the formal demand he dropped into a friendly conversation with his fair client, and, presuming on his previous reception, again slyly stole a kiss. This time she was very indignant, threatened to call the police, and ordered the old banker to leave the premises. He did so in a hurry, and has never had the courage to go back and see about the overdue note.

The other day a friend of his, a business man, undertook to call on the woman, pretend he was a lawyer and get her to come to terms. His mission was a failure. The woman knew him by sight and called him by name as soon as he came in. He did not tarry long, nor did he so much as mention the overdue note. The banker is still wondering what he had better do to get his money.

HAMPTON IS A DRY PLACE.

According to a Resident It is Hard Work to Get a Drink There.

According to a Hampton newspaper correspondent health is kept on draught in that flourishing place and in proof of this assertion he speaks of the number of "empties" of ale casks and another liquor being sent back to St. John. This is a somewhat remarkable statement in view of what PROGRESS was told by a well-known gentleman from the shiretown of Kings county only a few days ago. In his own words there had been six public gatherings of more than usually exciting nature within the past few weeks and so far as he or anyone else knew the licensed vendor of liquors had not disposed of a glass of liquor contrary to law. "There have been," he said, "two political nominating conventions, then nominating day and after that election and declaration day and since those again, the election of parish councillors, and so far as I can gather there has not been a violation of the law, in fact," continued this gentleman, "Hampton is a dry place at present, and a drink without a prescription is an unknown thing."

But for the twinkle in the corner of his eye one would almost have pinned his faith upon his earnestness. He is something of a politician as well and he went on to say that after all, perhaps the solicitor general had made a happy hit in removing Scribner from the ranks of the law breakers and placing him under the fear of instant dismissal if a complaint was made against him as licensed vendor.

All the same the temperance people of Kings who are well acquainted with Hampton will listen twice to any statement that the chances for getting a drink in that place have disappeared.

End of a Fast Run.

HALIFAX, Oct. 31.—The end of the career in Halifax of the Queen hating clerk, who stole away this week, leaving Manager Sterton mourning the loss of \$200, and many creditors sorrowing for large sums owing by him for horse hire, clothing and haberdashery, is a warning to any others who follow the same devious path. A young man cannot keep bad company, dress well, drink heavily, and live an extravagant life generally, on a small salary, without sooner or later coming to an inglorious or dishonorable end, any more than could the youth who has now gone. The friends of those who do so, are quietly predicting their crash, as they did of this unfortunate clerk for the past six months.

AFTER HIM

Fred. J. Tremaine Sued by Mrs. Lear.

"PROGRESS" WAS RIGHT.

Its Charge of Blackmail by Lear is Sustained.

THE STORY TOLD IN THE RECORD OF A COURT LAW.

The Woman in the Case Tells How Tremaine Was Made the Trustee for the Moneys Exact from Victims—she Charges that He has kept Most of the Cash.

HALIFAX, October, 31.—"The mills of God grind slowly but they grind exceeding small." A year ago PROGRESS created the sensation of the season by disclosing to the public the blackmailing scheme connected with the Lear divorce proceedings. This paper alone of all its contemporaries in the maritime provinces, had the courage to tell the story. The main feature of that narrative was the statement that Mrs. Lear had been found by her husband in a room at the Albion hotel where the night had been spent in company with a commercial traveller who since resided at Montreal. Divorce proceedings were instituted, and PROGRESS stated that large sums of money had been levied on well known Halifax men to secure immunity from being named as co-respondents with that commercial traveller—poor Don W. Macdonald.

This was justly characterized as blackmail. Frederick J. Tremaine was the lawyer who figured prominently in those proceedings. He was counsel for Lear.

No sooner had PROGRESS appeared with its statement of the facts than Lear and his counsel raised a cry of assumed grievous indignation, complaining that a vicious wrong had been done—that the Lear character had been assailed and injured. Lawyer Tremaine on behalf of Lear, started libel suits against PROGRESS for the alleged defamation of the character of his client.

For a year the case has been kept dangling before the courts, and during that year people have had their minds made up that much more could truthfully have been alleged regarding this disgraceful business had the whole of the facts been stated. The half of the story was not told. It was, so events now are proving, blackmail from the start.

PROGRESS' vindication, complete and full, is at hand. Lawyer Tremaine is now being given a dose of his own medicine. The "dogs of law" have been let loose in his direction. Another panoramic view of this divorce and blackmail business is about to be given to an interested public.

Frederick J. Tremaine, on behalf of his Lear client, denied the charge of blackmail; in effect denied that sums of money were paid to him by several men to secure their immunity from proceedings connected with the divorce suits. How does that contention compare with the writ served upon Tremaine not long ago by Mrs. Lear, and the "statement of claim" filed on her behalf at the prothonotary's office afterwards? And how will it compare with the affidavits and stacks of evidence which Mrs. Lear has handed over to her counsel intending to prove that money was so paid to Tremaine, as her trustee, in this disgraceful business? Results will soon show how they compare.

Under her maiden name Mrs. Lear now sues F. J. Tremaine for an accounting of the money she says was paid by several Halifax gentlemen to Tremaine as her trustee of the divorce hush money. This fact is fully set forth in the "Statement of Claim" made by Mrs. Lear and served upon Tremaine. The suit is "Byron vs. Tremaine," the plaintiff's being Mrs. Lear's maiden name.

The seventh paragraph of that "statement of claim" sets forth how, at the interview between Mrs. Lear and Tremaine:

"The said defendant (Tremaine) elicited from this plaintiff (Mrs. Lear) the names of several gentlemen in the city of Halifax who were friends of the plaintiff, and the said defendant, by threatening said men in the name of said Percy James Adlington Lear, that proceedings would be brought against them for certain improper relations with this plaintiff, and that the said men would be summoned to give evidence in the said divorce proceedings to be instituted by the said Percy James Adlington Lear, induced the said men to pay the defendant \$900, and as trustee of the plaintiff he has paid her only the sum of \$175, parcel thereof."

So now the cause stands:

Elizabeth Francis Byron vs. Frederick J. Tremaine.

Or in other words, Mrs. Percy J. A. Lear vs. Frederick J. Tremaine, her trustee for moneys she says were re-

ceived from Halifax young men to secure immunity from participation in the divorce proceedings.

What will Halifax people think of that in the face of all the libel suits that have been instituted in this matter?

But, if the matter comes to trial, what will they think, when they hear the affidavit by Mrs. Lear made to prove the truth of what is set forth in her "statement of claim." Lawyer C. H. Smith is acting for Mrs. Lear in this matter. While he refuses to divulge what evidence he has, or to say anything more than he can possibly help about the case, yet it is fairly well known that he is well supplied with evidence. He has the names of the four or five gentlemen who paid that \$900, and how much each of

them contributed. They were not called on for equal amounts. According to an affidavit said to have been made by Mrs. Lear, and said to be in the hands of her counsel, at least four well-known Halifax men paid these sums. They may be described thus:

| | |
|--------|-------|
| A..... | \$400 |
| B..... | 200 |
| C..... | 150 |
| D..... | 150 |
| | \$900 |

and possibly others with more.

Receipts, and bonds, and vouchers, and all that sort of thing, are said to have been placed by Mrs. Lear in the hands of her counsel to show that these amounts were received by Tremaine, from Mrs. Lear's gentlemen friends alluded to. A pile of documents, several inches high, will be produced in court when the case is called. Those who know a thing or two, say the evidence is about all ready for judge or jury when a trial is reached.

But even without Mrs. Lear's affidavits referred to, without all the evidence said to be forthcoming, what a vindication of PROGRESS' course in this matter is furnished in this "statement of claim" even if but a tithe of its allegations can be substantiated! Here is the "statement of claim" in full. Let it tell its own tale.

In the Supreme Court at Halifax.

Between Elizabeth Francis Byron, Plaintiff and Frederick J. Tremaine, Defendant.

Writ issued the 9th day of Oct. A. D. 1895.

STATEMENT OF CLAIM.

The plaintiff was formerly the wife of Percy Adlington Lear hereafter mentioned.

The said defendant, Frederick J. Tremaine, is a barrister of this honorable court.

On the 12th day of November, 1894, a petition for divorce was filed in the court for divorce and matrimonial causes at Halifax by plaintiff's then husband, Percy James Adlington Lear, of the city and county of Halifax, province of Nova Scotia, a British subject, praying that his marriage with this plaintiff who was therein named as Lizzie F. Lear, dissolved on the ground of adultery with one Don W. Macdonald, now deceased.

That on or about the 29th day of March, A. D. 1895, it was decreed by said court for divorce and matrimonial causes that said marriage be and the same was thereby dissolved, and that petitioner be paid no costs of suit against the respondent therein who is the plaintiff in this action.

That previously to said proceedings for divorce being taken, to wit on or about the 25th day of October, A. D. 1894, plaintiff at the request of her then husband, the said Percy James Adlington Lear, accompanied him to the office of J. Johnson Hunt, Esq., barrister in this city, where she met said defendant Frederick J. Tremaine, without any previous appointment or knowledge on her part.

That it was thereupon agreed by the said Percy James Adlington Lear, and the said defendant Frederick J. Tremaine, and consented to by plaintiff, that proceedings for divorce should be instituted in the court for divorce and matrimonial causes, at Halifax, to annul the marriage then existing between the said Percy James Adlington Lear and the plaintiff and that such proceedings should be taken in the name of said Percy James Adlington Lear by the said Frederick J. Tremaine, as his solicitor in that behalf. And it was agreed that the grounds of which the divorce was to be sought, was alleged adultery between this plaintiff and said Don W. Macdonald, in the second paragraph hereof mentioned, and no other party should be mentioned as guilty of adultery with the respondent in said petition or summoned as witnesses. Such proceedings were taken and resulted as in the first and second paragraphs hereof set out. The plaintiff not having appeared in person at the trial, but by solicitor, as she was instructed by Frederick J. Tremaine to do.

That at the interview in the next proceeding paragraph mentioned, the said defendant elicited from the plaintiff the names of several gentlemen in the city of Halifax who were friends of the plaintiff and the said defendant, by threatening said men in the name of the said Percy James Adlington Lear, that proceedings would be brought against them for certain improper relations with this plaintiff, and that the said men would be summoned to

give evidence in the said divorce proceedings to be instituted by the said Percy James Adlington Lear, induced the said men to pay the defendant \$900, and as trustee of the plaintiff he has paid her only the sum of \$175, parcel thereof.

The following are some of the documents in the case.

Further Evidence of the Way the Money Was Raised and is Retained.

HALIFAX, October 31.—The Byron Tremaine case came up before Judge Graham at chambers a motion by Tremaine to compel the plaintiff to give security for costs of the action. This motion was resisted, and an affidavit from Percy Lear, the former husband of the plaintiff was read in opposition to it. This affidavit substantiated in every particular the statement of claim filed and served by the plaintiff. It further set out that Mr. Tremaine stated to both Mr. Lear and those from whom he had received the moneys sued for in this action that he received this money for Mrs. Lear, and to be paid to her for her own special benefit, and to enable her to finish her musical education in Germany.

There was also read the affidavit of the plaintiff Byron formerly Mrs. Lear, in which she set out documents and letters signed by or in the handwriting of Mr. Tremaine, which she claims fully prove her contention that the money is hers. She further sets out that if the court should order security for costs to be given she will be unable to furnish it without the assistance of friends, as she is left penniless on account of her inability to collect the moneys so placed in Mr. Tremaine's hands for her, and the large part of which he has neglected or refused to pay over to her.

The following are some of the documents in the case.

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