

FLEMMING SWEARS HE WILL NOT TAKE CHANGE OF GRANT FUND

(Continued from page 1.)
 on account of the Fleming & Gibson Company loan.
 Q—Was the Bank of Nova Scotia special deposit gathered together under one receipt?
 A—No. Before the charges were made I did not want to have the existence of the fund known but afterwards I did not care and as the money came in I put it on special deposit.
 Q—It was not until last session at St. John that you made some of these changes?
 A—The only change is that at that time I had the M. & N. B. stock where I now have cash.
 Q—Mr. Seely has stated that you went to him personally for a contribution. Did you go to him?
 A—I met him and the gist of the conversation was as Mr. Seely gave it. Except that he asked me some questions as to whether I expected of him. I told him I did not. He said he would expect to come in. I said that was entirely up to him, and only "only" was to receive the fund. He asked what the others were doing and I said I understood it was \$15 a mile. I made no demand on him. This was the only time he came to see me at the request of Mr. Berry.
 A—Did he pay you any money?
 A—No. That was Mr. Berry's part.
 Q—Did the Miramichi Lumber Company pay anything?
 A—Not that I know of.
 Q—Did you talk with Mr. Brantley about a contribution from his company?
 A—It may have been mentioned but no payment was made at least not to me.
 Q—You have mentioned refusing to take money which Berry had collected, why was that?
 A—It was after the charges were made that Mr. Berry came to me. It was after my illness. He said that he had wanted to report to me but had not been able as I was ill. I told him that I could not investigate any money except that paid to him. I said I would not touch it and I did not want to know any more than I did as I expected to be questioned very closely about the whole matter.
 What About the Money Now?
 Q—What disposition do you intend to make of the fund?
 Q—That is up to some one else.
 A—(Laughter).
 Q—Mr. Carvell—I want to get \$1,500 of it.
 A—Witness—I think we might be able to argue that point satisfactorily in private. I have wide latitude. I will say, however, that I did not know that any of the money came from the Lynch estate.
 Q—Was the fund to be used for?
 A—I told you yesterday that it was for the use of the government party in this province.
 Q—On whose authority do you administer this fund?
 A—I regard Mr. Brantley as the representative of the Lynch estate. I administered it under his authority.
 Q—But you took charge at Mr. Fleming's request.
 A—Yes.
 Q—But you take your instructions from Mr. Fleming?
 A—No, I take the opposite view. I want some one to tell me.
 Q—That is correct, these charges?
 A—No, the only reason I did not get a committee was because I did not want to make it known.
 Q—Was it to be used at the next election?
 A—I may have had something like that in mind; we always need it up there.
 Q—You regard it as your duty to take instructions from Mr. Fleming?
 A—I never did.
 Q—But you consulted with him after the charges were made.
 A—We discussed the fund.
 Q—And he advised you regarding the steps to be taken.
 A—No, I acted independently, but I always did go under advice of my attorney.
 Counsel for the premier had no questions to ask, and Mr. Teed stood down.

Mr. Seely authorizing the issue of these shares.
 Who Got It?
 A—Witness—I understand that the five shares were a new stock he was entitled to in his ten. I understand the books only show par as received for this stock, and if Mr. Teed paid more for it some one else got it.
 Q—Were the books audited?
 A—Yes, by Mr. Blanchett.
 Q—Have you a copy?
 A—Yes.
 Q—Did the company receive any more than par for these shares?
 A—The books do not show it.
 Q—Mr. Teed says he paid \$110.
 A—Some one else must have got it.
 Q—You know nothing then about the financial end of this matter. Are the 88 shares in the name of Mr. Fleming and eighty-three in the name of Mr. Teed, still outstanding?
 A—Yes, but the Eastern Securities Co. telephone me that they have shares to transfer and that may be part of one of these lots.
 M. G. Teed began his cross-examination.
 Q—You have said that fifty-five shares were issued in the name of Mr. Fleming in February, 1913, in exchange for other shares.
 A—That the original holders had sold them, through the brokers, to the company.
 Q—The twenty-eight shares would be the amount of new stock Mr. Fleming was entitled to on his fifty-five?
 A—Yes.
 Q—And it was quite in the ordinary course that you should not receive the money?
 A—Yes.
 Q—And it was in the ordinary course for you to issue stock on the instructions of A. R. Gould?
 A—Yes.
 Q—Did you know that the Eastern Securities Co. were the owners of the twenty-eight shares issued to Mr. Fleming?
 A—I did not know them in connection with this certificate.
 Q—The eighty-three shares for Mr. Fleming were issued by you in the usual way?
 A—Yes.
 Q—After some further questions, Mr. Seely was allowed to stand down.
 Acting Premier to Appear
 Mr. Carvell—"Your Honors, that exhausts our list of witnesses, except one. I have a witness, Acting Premier, Hon. Mr. Clark, to come here to answer some questions about W. H. Berry, and he will be here before lunch. I had subpoenaed several bank managers, but Mr. Teed's evidence makes them unnecessary. I have subpoenaed Mr. Stems, of the International Pulp and Paper Co., but I believe that I could not prove any payment by him, or if I did it would merely augment the fund."
 "G. C. Cutler intended to come, but was summoned to Germany by the commission in London. When he comes, we have the evidence of his manager, his is not really necessary."
 "I have exhausted every effort to secure the attendance of W. H. Berry, sending a special messenger to Boston and going to Calais to see, but I have not been able to persuade him to come. I am sending a messenger to Mr. Berry to see if he can be persuaded to come. I am sending a messenger to Mr. Berry to see if he can be persuaded to come. I am sending a messenger to Mr. Berry to see if he can be persuaded to come."
 The court adjourned to resume at 2:30 in the afternoon.
 Afternoon Session.
 The court resumed at 2:40 p.m., when Hon. George J. Clark, attorney general, appeared.
 A—No, I acted independently, but I always did go under advice of my attorney.
 Counsel for the premier had no questions to ask, and Mr. Teed stood down.

Counsel for the premier had no questions to ask, and Mr. Clark left the stand.
 The Accused on Stand.
 Keener interest was shown in the face and attitude of every spectator when Mr. Teed arose and announced "I call Hon. James Kidd Fleming." Every eye was turned towards the man whose high position has made the serious charges laid against him seem ever so serious, as he walked to the front of the court room to take the oath.
 James Kidd Fleming, called and sworn, examined by Mr. Teed.
 Q—Mr. Fleming, you are the gentleman mentioned in the charges that we have been investigating?
 A—Yes.
 Q—And you live?
 A—In Woodstock.
 Q—You speak in a little louder, it is difficult to hear. You are a native of the province and of Carleton county?
 A—Yes, sir.
 Q—You have been in public life in the province as a member of the legislature?
 A—Yes, sir.
 Q—As the representative of what county?
 A—Carleton.
 Q—And you have been a member of the legislature?
 A—Yes.
 Q—When did you become such, and in what capacity?
 A—From March, 1906, as provincial secretary.
 Q—How long did you continue such?
 A—From that time until the 10th day of October, 1911.
 Q—Then what portfolio did you assume?
 A—That known as surveyor-general at that time.
 Q—As what is it now known?
 A—As the Department of Lands and Mines.
 Q—Can you tell in what condition, so far as holdings were concerned, the crown lands were at that time—on what principles were they held and administered?
 A—At the beginning of 1898 leases of the crown land, that is right to cut timber, were issued. The first were advertised in the Royal Gazette, sold at public auction to the highest bidder. The leases were issued in 1898, at twenty years to run, that is from 1898 to 1918.
 Q—Were they twenty-five year leases or were they yearly leases with renewals?
 A—Really yearly leases, but with the condition in the leases that if the conditions were complied with they would be renewed up to 1918.
 Q—When you assumed charge of the department of the crown lands that was the basis upon which the crown lands were being administered. When the holder acquired his license, that is to cut timber, he paid the sum and how did he pay and if anything what in addition he had to pay?
 A—He paid \$16 a square mile every year upon his holding.
 Q—And he paid any amount in addition to that?
 A—Slumpage at the regular rate.
 Q—What was the rate when you assumed charge?
 A—That was a quarter dollar a thousand for spruce pine and cedar, I think eighty cents for hardwoods, and my impression is that it was forty cents for softwood.
 Q—I am not particular as to details. We have it in evidence already that the lumber industry of this province is one of large magnitude. On your assumption of the duties of minister of lands and mines, surveyor-general then, I forgot to ask you before did you have any other attitude or position in the administration?
 A—I was premier.
 Changing the System.
 Q—Premier of the province as well. When you became premier, did you find crown lands in 1911 you found the lands administered under this system? Was there any agitation or representation made to you or your government with respect to the policy of the government when these leases should expire?
 A—Yes, I think the matter was more or less discussed. When the leases expired each year it became a more pressing question.
 Q—Became more acute?
 A—By the lumbermen.
 Q—And by the bankers and the financial institutions?
 A—Yes, and I might say that nothing would give the lumber industry more uncertainty than to be changing the rates up and down; if the lumber industry was depressed one year and the rates went down and if trade were good the next year and the tendency would be to raise the rates, that would be a great deal of trouble. The most reasonable thing was to make the rate what it should be for a number of years.
 The Stumpage Rate.
 Q—Now as to the rate of stumpage?
 A—We revised the rate first of all in August, 1913.
 Q—By order in council?
 A—Fleming here explained that the date on the order-in-council would not necessarily be that of the actual signing of the order, but that the date on which the department had no further dealing.
 Denies Specifically.
 Q—As to the payments of the Dominion Pulp & Paper Company of \$4,800 which Mr. Teed said never reached his hands, did that money or any part of it come to you?
 A—No.
 Q—When did it first, if ever, come to your notice that this \$4,800 had been paid to Mr. Berry?
 A—I heard it from Mr. Stevens' evidence.
 Q—In this investigation?
 A—Yes.
 Q—Have it also that \$15,000 was paid in the first instance by the Bathurst Lumber Company which went into the hands of Mr. Teed and that later \$6,000 more in the form of a draft or check came to John E. Moore and that the proceeds were given to Mr. Berry and which Mr. Teed says he never received. Did that \$6,000 or any part of it come to you?
 A—No, sir.
 Q—When did you first know of that?
 A—I heard Mr. Moore's evidence.
 Q—Is that the first you ever knew?
 A—It is the first I ever knew that the Bathurst Lumber Company had sent \$6,000.
 Q—I am speaking of that and not the other contributions at present. Then there was also evidence of \$15,000 being paid by Stetson, Cutler & Company which reached Mr. Teed's hands and which Mr. Beatty also said that on Feb. 16,

I don't remember the date, but it was stated to me by Mr. Berry more than once, that the lumbermen were desirous of making a contribution to the party funds.
 Q—Yes. What I want to get is who the idea originated with. Was it your suggestion?
 A—With regard to the party funds?
 Q—Yes, the formation of this fund?
 A—It was not.
 Q—And from whom do you say the first intimation came to you?
 A—Mr. Berry.
 Q—Will you tell us again?
 A—That the lumbermen were desirous of making a contribution to the party funds.
 Q—Spoke to you more than once about it?
 A—Yes.
 Q—When, if anything, did you do when it came to your notice?
 A—I did not do anything at first.
 Q—What did you do the second time?
 A—He had said to me in the summer of 1913, that knowledge had no connection with anything of that kind and that he must have no connection with the formation of the fund, because he was an official of the department and I said that his usefulness would have been gone if he received money from the lumbermen.
 Q—Did you say anything to him on the subject that if a fund were contributed as to who and how it should be raised?
 A—Yes.
 Q—Just tell us what you said?
 He Recommended Teed.
 A—As well as I can remember that E. R. Teed, of Woodstock, would be a proper person to receive the funds.
 Q—Did you communicate with Mr. Teed on that subject?
 A—Yes, I think I did.
 Q—I want you to tell us frankly and fully what took place.
 A—He did not object just when or where it was, but I and Mr. Teed lived together.
 Q—Both at Woodstock?
 A—Yes, together, and I saw him frequently, and I told him when I met him what Mr. Berry had said and what I said to Mr. Berry.
 Q—Yes, did he say he would?
 A—No.
 Q—We have had it in evidence here the names of a number of gentlemen who contributed to the fund, and I believe they were the keys of the place, of the box.
 Q—I want to ask you, as well, you had access to the use of any moneys or securities?
 A—I never went near the bank to use any key. All the time I had the key in my pocket.
 Q—What became of the key?
 A—When Mr. Teed got better I gave it back to him. It was in Fredericton when the legislature was in session.
 Q—We have these charges incorporated in the act, under which it is appointed, in which it is stated that W. H. Berry, under your direction did unlawfully extort divers sums from the lessees of crown timber limits in this province. What do you say to that?
 A—It is not true. I never instructed Mr. Berry to make the collections.
 Q—As to the money, you have knowledge of any payments being made to Mr. Berry?
 A—No, absolutely no.
 Q—If any money was extorted by Berry with the knowledge and consent and under the direction of yourself, was any money ever extorted with your knowledge?
 A—No.
 Q—What were your instructions to Mr. Berry?
 A—That he must not receive the money as he was an official of the crown. At that time I told him that Mr. Teed, of Woodstock, would be the proper person to receive such contributions if they were made.
 Crown Land Revenue.
 Q—Have you looked into the present mode of administering the crown land department, with regard to revenue so that you can tell how much is produced by the bonuses under the present system?
 A—No.
 Q—Mr. Rundle has also stated that Mr. Berry had represented to him that the government had sent him over to collect \$15 a mile and he supposed he had to pay it in the province as part of the renewal. Did the government or any member of it so instruct Mr. Berry?
 A—No, sir.
 Q—Did you ever instruct Mr. Berry in any way directly or indirectly, to represent to the lumbermen or to Mr. Rundle that he was to go there to collect from them \$15 a mile?
 A—No, sir.
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 A—No, sir.
 Q—Did you ever instruct Mr. Berry in any way directly or indirectly, to represent to the lumbermen or to Mr. Rundle that he was to go there to collect from them \$15 a mile?
 A—No, sir.
 Q—Did you ever know from Mr. Berry that he had represented to Mr. Rundle or to any other member of the government that he was to go there to collect from them \$15 a mile in addition to the schedule rate?
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 A—Before you go into that, Mr. Teed, I had no knowledge about that \$5,000 payment endorsed by Mr. Moore to the fund, but Mr. Berry, sometime in the month of May—
 Q—This spring?
 A—Yes, at my place at Woodstock, told me that the Bathurst Lumber Company had sent some money through Mr. Moore, but he did not say how much.
 Q—Did he say he had it?
 A—I don't remember. I presume so, but the amount I never heard until I heard Mr. Moore give his evidence.
 Q—I was proceeding to ask about Stetson, Cutler & Company's \$5,000 which Mr. Beatty said was paid to Berry in 1914; what do you say to that?
 A—Until I read the newspaper I never heard of it before.
 Q—We had it in evidence, yesterday of another payment of \$2,000 by Fenderson's company which he told us he had paid to Mr. Berry in St. John in the summer of 1913; what knowledge had you of that?
 A—I had no knowledge of it.
 Q—When did you first hear of it?
 A—When Mr. Fenderson gave his evidence.
 Q—And you received no part of it?
 A—No, not any part.
 Q—You have already told us that you knew in June that the lumbermen were proposing to make a contribution to the party funds and that you had spoken to Mr. Teed about taking care of it; you heard Mr. Teed's evidence?
 A—A part of it.
 Q—I want to ask you about that part of his evidence, the money he paid for some stocks. Did any part of the fund of which Mr. Teed spoke as having been received by him come into your hands for your benefit? I am not speaking of the stocks but beyond that transaction so far as you are concerned, did any of this money come to you or to your benefit or did you have anything to do with it at all?
 A—Never at all.
 Q—Mr. Teed has told us that it was in the latter part of 1914, February or March, that he had sent to you by his wife a key or keys of the safe deposit box wherein he had deposited moneys and securities being this fund, did you have those keys or key?
 A—Well, I had a key, one or two keys that came to me by the hand of Mrs. Teed, but I am not clear, but I believe they were the keys of the place, of the box.
 Q—I want to ask you, as well, you had access to the use of any moneys or securities?
 A—I never went near the bank to use any key. All the time I had the key in my pocket.
 Q—What became of the key?
 A—When Mr. Teed got better I gave it back to him. It was in Fredericton when the legislature was in session.
 Q—We have these charges incorporated in the act, under which it is appointed, in which it is stated that W. H. Berry, under your direction did unlawfully extort divers sums from the lessees of crown timber limits in this province. What do you say to that?
 A—It is not true. I never instructed Mr. Berry to make the collections.
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 A—No, absolutely no.
 Q—If any money was extorted by Berry with the knowledge and consent and under the direction of yourself, was any money ever extorted with your knowledge?
 A—No.
 Q—What were your instructions to Mr. Berry?
 A—That he must not receive the money as he was an official of the crown. At that time I told him that Mr. Teed, of Woodstock, would be the proper person to receive such contributions if they were made.
 Crown Land Revenue.
 Q—Have you looked into the present mode of administering the crown land department, with regard to revenue so that you can tell how much is produced by the bonuses under the present system?
 A—No.
 Q—Mr. Rundle has also stated that Mr. Berry had represented to him that the government had sent him over to collect \$15 a mile and he supposed he had to pay it in the province as part of the renewal. Did the government or any member of it so instruct Mr. Berry?
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 A—Yes, at my place at Woodstock, told me that the Bathurst Lumber Company had sent some money through Mr. Moore, but he did not say how much.
 Q—Did he say he had it?
 A—I don't remember. I presume so, but the amount I never heard until I heard Mr. Moore give his evidence.
 Q—I was proceeding to ask about Stetson, Cutler & Company's \$5,000 which Mr. Beatty said was paid to Berry in 1914; what do you say to that?
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 Q—We had it in evidence, yesterday of another payment of \$2,000 by Fenderson's company which he told us he had paid to Mr. Berry in St. John in the summer of 1913; what knowledge had you of that?
 A—I had no knowledge of it.
 Q—When did you first hear of it?
 A—When Mr. Fenderson gave his evidence.
 Q—And you received no part of it?
 A—No, not any part.
 Q—You have already told us that you knew in June that the lumbermen were proposing to make a contribution to the party funds and that you had spoken to Mr. Teed about taking care of it; you heard Mr. Teed's evidence?
 A—A part of it.
 Q—I want to ask you about that part of his evidence, the money he paid for some stocks. Did any part of the fund of which Mr. Teed spoke as having been received by him come into your hands for your benefit? I am not speaking of the stocks but beyond that transaction so far as you are concerned, did any of this money come to you or to your benefit or did you have anything to do with it at all?
 A—Never at all.
 Q—Mr. Teed has told us that it was in the latter part of 1914, February or March, that he had sent to you by his wife a key or keys of the safe deposit box wherein he had deposited moneys and securities being this fund, did you have those keys or key?
 A—Well, I had a key, one or two keys that came to me by the hand of Mrs. Teed, but I am not clear, but I believe they were the keys of the place, of the box.
 Q—I want to ask you, as well, you had access to the use of any moneys or securities?
 A—I never went near the bank to use any key. All the time I had the key in my pocket.
 Q—What became of the key?
 A—When Mr. Teed got better I gave it back to him. It was in Fredericton when the legislature was in session.
 Q—We have these charges incorporated in the act, under which it is appointed, in which it is stated that W. H. Berry, under your direction did unlawfully extort divers sums from the lessees of crown timber limits in this province. What do you say to that?
 A—It is not true. I never instructed Mr. Berry to make the collections.
 Q—As to the money, you have knowledge of any payments being made to Mr. Berry?
 A—No, absolutely no.
 Q—If any money was extorted by Berry with the knowledge and consent and under the direction of yourself, was any money ever extorted with your knowledge?
 A—No.
 Q—What were your instructions to Mr. Berry?
 A—That he must not receive the money as he was an official of the crown. At that time I told him that Mr. Teed, of Woodstock, would be the proper person to receive such contributions if they were made.
 Crown Land Revenue.
 Q—Have you looked into the present mode of administering the crown land department, with regard to revenue so that you can tell how much is produced by the bonuses under the present system?
 A—No.
 Q—Mr. Rundle has also stated that Mr. Berry had represented to him that the government had sent him over to collect \$15 a mile and he supposed he had to pay it in the province as part of the renewal. Did the government or any member of it so instruct Mr. Berry?
 A—No, sir.
 Q—Did you ever instruct Mr. Berry in any way directly or indirectly, to represent to the lumbermen or to Mr. Rundle that he was to go there to collect from them \$15 a mile?
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