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Judge Winchester Reports That Ex-Ald. Lynd Accepted a Bribe From Elliott for His Vote City, Defrauded by Contractors, Will Enter Suit to Recover and May Prosecute

PUDDYS WERE WILLING ELLIOTT SHOULD BRIBE

Were in Desperate Straits and Fighting Hard—Circumstances Thereafter Held to Indicate That Lynd Succumbed to Temptation, Met Elliott and Received Sum of Money.

ROGERS' AND DINNIS' STATEMENTS ARE ADJUDGED TO BE CORRECT

The findings of Judge Winchester in the civic investigation were presented in a large volume to the city council yesterday afternoon, and without being read were turned over to the board of control. The report is in 136 pages of type writing. The evidence taken makes three bulky volumes.

The report, dealing lengthily with the original cause of the enquiry and quoting liberally from the evidence given, says:

"In my opinion the evidence establishes the fact that Puddy Bros., being in a desperate condition with reference to their pork packing establishment, decided that it was necessary to obtain the assistance of a man capable of using such influence, improper and otherwise, with aldermen, as would enable them to obtain the permit to be obtained from the city council; that having known and heard of George B. Elliott as a professional lobbyist, and one that would suit their purpose, they employed him in March, 1905. He was paid moneys from time to time by Henry and George Puddy, the two active members of the firm. These payments were made in cash. No entries were made of them in the regular bo ks of the company. No account was asked from Elliott, and none given. The sums paid to Elliott varied considerably in amount.

"Altho the Puddy Brothers and Elliott state that no amount was specified, yet Elliott in his conversation with different witnesses mentioned the sum of $1200 as being the amount to be paid. The two brothers admit that Elliott was not worth the amounts paid to him, and said that the larger amount of moneys was paid to him for expenses.

"In my opinion, the two Puddy Brothers, who are men of good business ability, made payments to Elliott in a manner that justifies a finding that they were willing to allow Elliott to use same improperly if he thought fit, and that they were aware that his expenses were not for legitimate purposes.

Paid Elliott to Bribe.

"I therefore find that Puddy Brothers paid Elliott at least $808 before the investigation was entered upon, and a large sum since then, part of which was permitted by them to be used by Elliott in corrupting aldermen in connection with the vote that was taken on July 17, 1905, if he considered it necessary.

"I also find from the evidence that Elliott stated that he had paid $100 to Dr. Lynd for the doctor's vote in connection with the matter, and that he did this at a time when he thought no one would make use of his statements. In his evidence Elliott admitted that he might have made such statements, but intended to mislead Hogue when making them. He, however, corroborated Mr. Hogue's evidence in many particulars, as also did the boy Pegg, the Puddy Brothers and the witness Howlett.

"While Dr. Lynd denies having met Elliott at Scholes' Hotel, Street Commissioner Jones, and the witnesses Scholes and Ritter, all testify that he was in the little red room back of Scholes' bar in July. Elliott admits that he was in the red room with the doctor, but denies that it was in July.

Mr. Jones Confused.

"In my opinion Street Commissioner Jones was mistaken in stating that it was on the 17th July that Dr. Lynd was in the room with himself and Elliott. The mistake evidently occurred by reason of Mr. Jones not remembering the date, but remembering it was at a time when his own matter and the Puddy Brothers matter were up for discussion by the city council. The minutes of council for July 10 show that the question as to Street Commissioner Jones' office being given to the medical health officer was up for action and discussion on that date. I have no desitation in finding therefore that July 10 must have been the date when Dr. Lynd was in Scholes' Hotel as stated by those four witnesses.

"From the evidence it appears that Dr. Lynd came into the hotel thru the side door, and was shown to the room where Elliott was. The door of the room, being locked inside, was opened for him. Jones knew that Elliott was expecting Dr. Lynd; and, after inviting him to accept a treat, retired, leaving Elliott and Dr. Lynd in the room, the door being locked. Both Dr. Lynd and Elliott swear positively that no money was ever paid to the doctor.

Meeting With Elliott.

"Dr. Lynd, in his evidence, states that he met Elliott in the corridor as he was entering the council chamber at the city hall on July 10; and what he states took place at that interview is suggestive. He said, 'I will see you,' but said nothing further as to when or what he was to see him about. When first examined as to being present with Elliott at Scholes' Hotel, on July 17, Dr. Lynd was very guarded in his answers, particularly emphasizing the day. He said he 'did not remember,' 'had no recollection,' 'I don't think I was,' and gave other similar answers. Subsequently he stated that he was not there in the red room on that day, or any other day, with Elliott alone.

"The question is, why should Dr. Lynd call at Scholes' Hotel to meet such a man as he must have known Elliott to be? Elliott was not a person whose company Dr. Lynd would ordinarily seek; he was a low grade of lobbyist, frequently under the influence of liquor, and apparently without much character. In my opinion the meeting was prearranged by Elliott and Dr. Lynd for the purpose of arranging as to Dr. Lynd's vote on the Puddy Brothers matter, and that at that meeting Elliott had money in his pocket with which to pay Dr. Lynd, as he intimated to Street Commissioner Jones. The evidence as to the payments made by Arthur Dinnis and W. B. Rogers to Dr. Lynd, he acknowledges, would indicate that he was not averse to receiving money from those having business dealings with the city.

Receive Money.

"It seems to me, therefore, that the only reasonable inference to be drawn from the facts proven is that Dr. Lynd met Elliott on that occasion at Scholes' Hotel to receive money from him in connection with his vote on the permit to Puddy Brothers, and that he was paid same; whether it was $100 or less there is no evidence other than Elliott's statements prior to the investigation.

"I also find that while Hogue was acting from wrong motives in obtaining the evidence from Elliott, and while he stated what was incorrect in his declaration as to Dr. Lynd making his office a place of rendezvous, yet on the whole the facts set forth by Hogue in his declaration are sufficiently corroborated by other evidence.

Dinnis' and Rogers' Payments.

"I find that in the year 1899, when Dr. Lynd was a controller, he received the sum of $75 from Arthur Dinnis, on the 22nd of August, and the sum of $100 from W. B. Rogers, in December, shortly after the 13th. These payments were gifts made to Dr. Lynd by these contractors thru the influence of E. J. Lennox, the architect, he having arranged for such payments.

"I accept, without hesitation, the evidence of Mr. Dinnis and Mr. Rogers, as to what took place when such payments were made by them, respectively, to Dr. Lynd and what induced them to make such payments.

Demanding Money From Harris.

"Andrew D. Harris, the manager of the Ontario Sewer Pipe Co., referring to the contract between the city and his company in 1899, stated that Ald. Lynd saw him in the curling rink three or four nights after the contract was finally passed, and spoke of Mr. Harris obtaining the contract. Harris replied that he had; when Ald. Lynd said: 'That would cost you $100 or $125,' to which Mr. Harris replied that it did not cost him a cent, as he never paid out money on contracts. Mr. Harris got annoyed; but the next day or evening Ald. Lynd saw him again and told him it was only a joke; and whereupon Mr. Harris let it go at that. Mr. Harris stated that people asked him about it and it got around. On being asked the question: 'Did you understand at that time that the doctor was asking $120 or $125 from you?' he replied, 'I can't say that I did. I got annoyed at the time, and thought that; and when I began to think it over, I

Continued on Page 3.

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Retail Merchants' Excursion to Niagara Falls to-morrow, July 11th, 1906. Tickets: Adults, $1.75; children, 65c. Per Niagara Navigation Company's steamers.

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FINDINGS OF JUDGE WINCHESTER

RE LYND.

I find that Puddy Brothers paid Elliott at least $808 before the investigation was entered upon, and a large sum since then, part of which was permitted by them to be used by Elliott in corrupting aldermen if he considered it necessary.

It seems to me that the only reasonable inference to be drawn from the facts proven is that Dr. Lynd met Elliott at Scholes' Hotel to receive money from him in connection with his vote on the permit to Puddy Brothers, and that he was paid same; whether it was $100 or less there is no evidence other than Elliott's statements prior to the investigation.

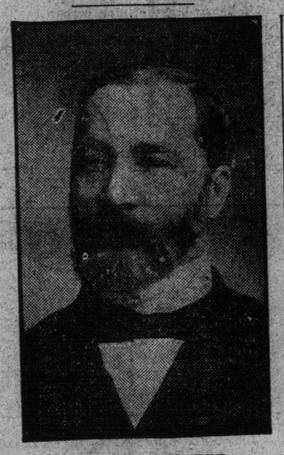
I accept, without hesitation, the evidence of Mr. Dinnis and Mr. Rogers, as to what took place when such payments were made by them, respectively, to Dr. Lynd and what induced them to make such payments.

The charge of demanding money from A. D. Harris is not sustained.

RE LENNOX.

I find that Mr. Lennox issued two false certificates in favor of Thos. Hunter as clerk of the works, and that he received from Mr. Hunter on two separate occasions the sum of $100 out of the moneys paid under those certificates; that there was no entry whatever made in Mr. Lennox's books showing the receipt of the $200, nor was the city credited on any account with the same by Mr. Lennox; and that by reason of such certificates Mr. Hunter made a false statement to obtain payment thereof, and those two sums were charged up to Mr. Hunter's account as earned by him in the service of the city.

I find that the payments by Mr. Dinnis and Mr. Rogers were made in consequence of the suggestions to them by Mr. Lennox on behalf of Dr. Lynd, and by reason of their having contracts with the city subject to the certificate of Mr. Lennox, and for no other reason whatever.



JUDGE WINCHESTER.

Presents were made to Mr. Lennox before the contractors had received their final certificates or payments.

In my opinion the evidence establishes as a fact that the agreement between Mr. Wright and Mr. Lennox, dated April 7, 1902, was not entered into at that date, nor was it intended that such an agreement should be entered into when Mr. Lennox received the moneys that they claim have been paid under it.

Circumstances indicate to my mind that the moneys so paid were not loans, but were gifts by Bennett & Wright to Mr. Lennox, in return for favors shown by him in connection with their contracts on the city hall and other buildings; and that the agreement was prepared by Mr. Lennox for the purpose of shielding himself and Mr. Wright in the event of any difficulty arising in connection with the contracts of Bennett & Wright.

RE CONTRACTORS.

The evidence shows that the city was charged much larger sums than those which appear in the Bennett & Wright books of original entry for such extras, and that the greater number of these increased charges were allowed by Mr. Lennox. Two or three items in the account are exceptionally large. Take for instance, the item under October, 1899, taking down and putting up steam main in boiler room, caused by engineer's negligence.

I find from the evidence with reference to the St. Lawrence Market that the two contracts for roofing were obtained by fraud thru the combination of competitors; the successful tenderer paying the others the sums mentioned, namely, $2205 and $1000 respectively, and compelling the city to pay same by adding that amount to their respective tenders.

The architects, Mr. Siddall and Beaumont Jarvis, were paid between $200 and $300 each by the contractors, Douglas Brothers, when this contract was being performed, and that they most improperly received such sums, altho they state that such payments were not made for an improper purpose. The receipt of these payments, however, vitiated all certificates issued or orders given by them to these contractors in connection with the building in question.

I Found upon the evidence that this contract was obtained by the Metallic Roofing Company from the city by fraud, in consequence of which the city paid the sum of $2205 without receiving any consideration therefore.

Manufacturers' Building—In my opinion the sum of $850 was added to the tender of the Metal Shingle and Siding Co. in addition to their profits, and was paid by the city to that company without any consideration.

NOT LOANS, BUT GIFTS AGREEMENT A "BLIND"

Judge, Reporting on Relations Between Architect Lennox and Bennett & Wright, Declares That Latter Gave Moneys in Return for Favors on City Hall and Other Buildings—Efforts Made to Conceal.

CERTIFICATES TO CLERK HUNTER DECLARED TO HAVE BEEN FALSE

In his examination on March 1, 1906, Mr. Lennox stated that no certificates were ever given to secure the payment of sums of money not earned, for time or material, and that that would apply to the time of the clerk of the works on the buildings; that he never gave the clerk of the works a certificate for moneys to which he was not entitled; that he remembered when Mr. Hunter was clerk of the works; that Hunter was engaged for the first six months at the rate of $2000 a year; that then he asked for an increase to $2400 a year, which was given to him; and that Hunter was not at any time a tenant of his. Two cheques were produced, made by Mr. Hunter, payable to Mr. Lennox, dated July 4, 1901, and Nov. 28, 1901, respectively, for a hundred dollars each. On the production of these cheques Mr. Lennox stated that possibly they represented a refund of money that he had advanced to Hunter for traveling expenses, but he did not remember.

Extracts from evidence:

"Q.—Hunter put it that he was to get at the rate of $2000 a year for the first six months, and then he got these two extra cheques, which he returned to you after drawing them. He then went on to say that the reason why that was done was that you yourself had paid the prior inspector and that you were just really reimbursing yourself in that way; isn't that true?

"A.—No, that is not true. I never had an inspector on this building that was paid, previous to Mr. Hunter.

"Q.—Are you quite sure you were not out of pocket and were just reimbursing yourself in that way?

"A.—I say distinctly that I am not; and I don't want it reiterated to me that I have, for I have not.

"Q.—How do you explain this? A.—Just in the manner I am explaining now, that there possibly may have been some misunderstanding with Mr. Hunter as to when his raise should have started and when I thought it should have started."

Second Thoughts.

Mr. Lennox, in his examination on May 30, 1906, was asked by his own counsel about this Hunter matter, when the following took place:

"Q.—Have you been thinking over that matter since? A.—Yes, a good deal. What misled me was, Hunter made the assertion that there was a former clerk of the works. There was no former clerk of works; but I had a man named Moore who assisted me during the year the city and I were under argument as to who should pay a clerk of the works. He used to test the cement for me. After night occasionally when I had to leave the building myself he was left there. I would telephone to the Freehold building and he would come up. I paid him man about $300 for those services, as far as I can get my memory and data together. He sued me for $800, and it was settled.

"Q.—What about these sums of $100, which you received, apparently from Hunter, by cheque? A.—Hunter states that they were to pay for the former clerk of works.

"Q.—Moore's name is mentioned? A.—Moore's name—they were applied to that purpose of paying Moore, but the city I expect to reimburse me for that $300, or whatever the amount is and for the balance between what Hunter returned and what I have been really out of pocket on the extra work.

"Q.—Then your recollection now, having thought it over, is that Mr. Hunter's account of the transaction is correct? "A.—Yes, I think that he is quite correct in that."

The Finding

I find upon this evidence that Mr. Lennox issued two false certificates in favor of Thomas Hunter as clerk of the works, and that he received from Mr. Hunter on two separate occasions the sum of $100 out of the moneys paid under those certificates; that there was no entry whatever made in Mr. Lennox's books showing the receipt of the $200, nor was the city credited on any account with the same by Mr. Lennox; and that by reason of such certificates Mr. Hunter made a false statement to obtain payment thereof, and those two sums were charged up to Mr. Hunter's account as earned by him in the service of the city.

Dealings With Contractors on Behalf of Lynd.

It has been previously stated that Mr. Dinnis and Mr. Rogers paid moneys to Ald. Lynd. The evidence of W. B. Rogers in connection with Mr. Lennox's visit to him was corroborated by his brother, David Rogers, who stated that he remembered E. J. Lennox coming into their store some time after they had obtained their city hall contract, that W. B. Rogers interviewed Mr. Lennox and, immediately after he had gone, came back to the shipping room, where David Rogers was, and told him that Mr. Lennox had been saying that Dr. Lynd thought he ought to have something for supporting them in getting the contract; and that afterwards W. B. Rogers told the witness that the doctor had been in and got the money.

On May 29 W. B. Rogers gave further evidence and stated that at the time Mr. Lennox mentioned the matter relating to Dr. Lynd, he mentioned also the fact that Mr. Dinnis had been asked by Mr. Lynd, and there was something mentioned about a bicycle in connection with the gift of Dinnis to the doctor.

Mr. Lennox, on being asked with reference to the statement of Mr. Rogers, said that he did not remember anything of it whatever; that it did not take place; that he had heard about the bicycle story on the street, but had never heard it previous to that.

Upon the evidence I find that the payments by Mr. Dinnis and Mr. Rogers were made in consequence of the suggestions to them by Mr. Lennox on behalf of Dr. Lynd, and by reason of their having contracts with the city subject to the certificate of Mr. Lennox, and for no other reason whatever.

Moneys Received From Trust Account.

When Mr. Lennox took charge of the Elliott and Neelon contract, he opened a trust account in the bank, to receive moneys that were paid to him in small sums in connection with that contract, for the proceeds of the sale of stone chips, of fence board advertising, and the like. From this account he paid petty cash and traveling expenses in connection with carrying on that contract. The amount to the credit of that account on June 2, 1900, was $941.71. Out of that sum he paid to himself on Oct. 4, 1900, the sum of $120, and on Oct. 21, a further sum of $150. These sums, he claims, were to repay himself for wages that he had paid Truesdale, the bookkeeper employed in connection with the Elliott and Neelon contract.

Truesdale's salary was paid from time to time by the city. The only sum that I can trace Mr. Lennox having paid Mr. Truesdale for wages is $75, on June 15, 1900, being for extra work in connection with the city accounts. There are also two cheques, representing two loans, total amount $45. The amount to the credit of this account on Nov. 30, 1905, was $615.11, after deducting the cheques of $120 and $150.

Mr. Lennox stated that he lent Truesdale moneys from time to time. He admits that he took no vouchers from Mr. Truesdale, gave him no cheques,

Continued on Page 3.

Numerous Instances of Overcharging In Which the Architects Assisted

Bennett & Wright Declared to Have Profited Greatly—Charged City $40 for Time and Material That Cost Them $5—Combinations of Contractors to "Fix" Tenders for City Hall Fittings and for St. Lawrence Market Robbed City of Thousands.

Certain evidence was given in connection with the extras charged by Bennett & Wright, in connection with their contracts. The account for extras is dated Nov. 16, 1904. The evidence shows that the city was charged much larger sums than those which appear in the Bennett & Wright books of original entry for such extras, and that the greater number of these increased charges were allowed by Mr. Lennox. Two or three items in the account are exceptionally large. Take, for instance, the item under October, 1899, taking down and putting up steam main in boiler room, caused by engineer's negligence.

Fittings and pipes were charged at $31, and allowed by the architect at $30. Boilermakers' charges, charged at $28, and allowed at same. In their charge book Bennett & Wright entered the account from Folson & Company to them for that work at 19 hours boilermaker, 40 cents an hour, $7.50; giving a profit of $20.40 to Bennett & Wright on this item. Mineral wool covering, charged and allowed at $40. In Bennett & Wright's book this item was entered, account from Eureka Mineral Wool Company, man's time, one day and a half at $2, $3; material required, $2; total $5; or a profit of $35 to Bennett & Wright on this item. Time charged for and allowed was 275 hours, at 50 cents, $137.50. In their charge book the time charged for this work was 99 hours, or $49.50; a difference in favor of Bennett & Wright of $88; and a total difference on these three items of this account in their favor of $141.40.

Double Charging.

Another account: Extra pipe required, running branch to elevator and pipe to hydrants in yard. The original charge, as made out in their account against the city, is 174 feet water main pipe, six inches, at $1.50, $261; 20 fittings, six, $80; caulking lead, $15; 100 hours' time, $50; a total of $406. Mr. Lennox reduced this to $125. The entry in their book of the work actually done shows that the pipe cost much less than the amount allowed by Mr. Lennox, that the caulking lead cost $2, and that only 23 hours of time were put in, making the real charge less than one-half of what was allowed by Mr. Lennox.

There is also an item in connection with the change of pipes in the jury and witness' room, county side. The entry, as originally charged to the city, amounted to $51.70. This was increased to $53.70 by Mr. Lennox, who allowed 75 hours' time of plumber at 50 cents, while the books of Bennett & Wright only showed 33 hours of time worked, making an overcharge of $21 on the time alone. In another item the charge made was laborer's time, 34 hours, at 20 cents, $6.80, and allowed as that sum instead of $10.20.

In the greater number of cases, the number of hours charged for in Bennett & Wright's books were doubled in the account rendered, and the increased number was allowed by the architect.

Mr. Lennox also increased a charge for Demorest closets from $60, as made by Bennett & Wright against the city, to $124.

Plumbing Overcharges.

Meadows & Kirk, city hall plumbing inspectors, were, in May, 1900, instructed by the city council to make an inspection of the city hall plumbing for the purpose of showing whether it complied with the contract or not. They made their report to the council at the time. Subsequently, during the proceedings herein, they went over the account rendered by Bennett & Wright, compared it with the work actually done, and made a difference between Bennett & Wright's deductions and their own of $2,335.25, showing that amount of overcharge by Bennett & Wright, in connection with the plumbing work only. From this amount they deducted the allowance for the loss of profit which Mr. Lennox gave the contractors, making the apparent difference about $1300. This did not include any difference in connection with supplying the city with a closet, different from the 20th Century closet, which was specified to be put in, and which the witness Sherlock claimed to cost $42 per closet more than those put in. Nor did it include anything in connection with the steam fittings or radiators.

Big Reduction.

I had a calculation made as to the number of feet of radiation actually delivered, and found it was over 750 feet less than that allowed by Mr. Lennox to Bennett & Wright. Mr. Lennox explained in connection with the radiators that he was interested in the Dominion Radiator Company, who supplied them; but that before accepting the contract, he informed the committee of his relationship, and the committee, notwithstanding such relationship, consented to all the radiators being supplied by that company.

Mr. Lennox, in dealing with extras and deductions, after taking off what he considered a proper sum for work not done, reduced that sum by 20 per cent., which he estimated as being a fair allowance for loss of profit on work not done. This he did in connection with the radiators as well as other work under the Bennett & Wright, and other contracts. The amount the deductions in the Bennett & Wright contracts were reduced in this way was $1034.42, being 20 per cent. from $5172.13, amount of deduction for work not done. The reduction he made on the radiators was 4998 feet, at 20 cents a foot, or $999.60. He reduced this by 20 per cent., so that the deduction was only $799.68.

In my opinion, if the calculations handed to me are correct, the deduction should be on 5750 feet at 22 cents, the actual price that would have had to be paid for the kind of radiator which was put not put in, without considering the work of installation; or a difference of $468, which the city would be entitled to receive on that account alone.

The amounts set forth as above indicate to my mind that larger sums were allowed to Bennett & Wright than they were actually entitled to.

Too Costly.

Mr. Clapperton of the Bennett & Wright Company explained that the amounts charged in their book were not the only source of information as to the extras, and stated that the extras were worth all that they were charged. Mr. Lennox stated that he had no means of checking the amounts of such extras, as his clerk of the works was not instructed to keep an account of the same, but when he settled up for the extras, he would form an estimate from the work actually done, and allow charges based on such estimate and on the explanations of the contractors.

As my report would not bind the contractors, I was of opinion that the expense of employing an architect to report on these items would hardly be justifiable. I believe, however, that the charges made and the amounts allowed by the architect were altogether too large.

Contract for Portable Furnishings.

On Jan. 8 James M. Wildman, manager of the Office Specialty Company, on being examined with reference to the contract for portable furniture at the city hall, was asked if there was any pooling arrangement made between contractors, so as to rob the city of the benefit of competition. He

Continued on Page 3.

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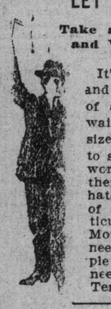

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Special Woodman Excursion to Bobcaygeon, via C.P.R., Saturday, July 14. Fare $1.25.

MORE STORMS.

Meteorological Office, Toronto, July 9.—(8 p.m.)—Thunderstorms have occurred today in many portions of Ontario and Quebec and very locally in Saskatchewan. Local showers are also reported from the Maritime Provinces. The rainfall in the vicinity of Toronto has been remarkably heavy.

Minimum and maximum temperatures: Victoria, 54—70; Vancouver, 56—69; Edmonton, 62—86; Calgary, 52—88; Prince Albert, 62—76; Qu'Appelle, 62—94; Minnedosa, 64—80; Port Arthur, 54—70; Parry Sound, 60—80; Toronto, 62—82; Ottawa, 62—82; Montreal, 66—82; Quebec, 62—82; Halifax, 56—68.

Probabilities.

Lower Lakes and Georgian Bay—Moderate winds; partly fair. Thunderstorms in many places; not much change in temperature.

Lake Superior—Light to moderate winds; mostly fair; a few local thunderstorms; not much change in temperature.

Manitoba, Saskatchewan and Alberta—Mostly fine and very warm, but a few scattered thunderstorms.

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