

Further Evidence of Wrongdoing By Local Government Officials

Commissioner Chandler's Finding With Respect to the Transaction With the Farm Settlement Board, the Gloucester County Roads and Bridges and Kent County Transactions—Irregularity Deplored.

Following is the second and last instalment of the report of Commissioner Chandler. In this part of the report the commissioner deals with the cases of the Rousseau Caribou bridge in Gloucester, the Edward Dempsey bridge, the Little Escouche bridge, the MacLean Settlement bridge in Kent county, the Aubarre Rousseau bridge, the St. Simon and Macintosh Cove bridges in Gloucester, the Gloucester county roads, and with the transaction with the Farm Settlement Board. He says:

ROUSSEAU CARIBOU BRIDGE.

Parish of Shippegan, Gloucester County (N. B.)

The charge made in connection with this matter is that 8,000 feet of spruce lumber for one Pierre F. Boudreau was paid \$48 in January, 1914, and was delivered by him to the Rousseau Caribou bridge.

This amount of \$48 was paid by check No. 41915, dated Jan. 9, 1914. The work of repairing the bridge above mentioned was done by the Department of the Dominion of Canada, acting under instructions from Mr. Stead, procured from Pierre F. Boudreau about 120 pieces of long timber and eighty-two pieces of short timber, part of the timber shipped as stated above, and this was used in connection with the building of the ferry landing at Shippegan.

Boudreau had some timber left over at Shippegan and it is claimed that in the first instance he was not at all sure of the long timber belonging to Boudreau were taken by Docthe Chaisson and used in the construction of the Caribou bridge.

Docthe Chaisson, the superintendent, who by his written report seemed to be sure that these fourteen pieces of long timber belonging to Boudreau had really been used in connection with the rebuilding of the bridge. He was, however, afterwards examined again before me and on this occasion he was not at all sure that this particular timber really had been used in the work on this bridge.

There was quite a lot of timber, spruce and cedar, brought over from Shippegan Island by Docthe Chaisson, and employed by him for the Caribou bridge, and this lumber was used by different persons and I found it extremely difficult to discover from the evidence of the witnesses examined as to the particular matter, whether or not fourteen pieces of timber owned by Boudreau had really been used in this bridge, and I am still in doubt on this question.

Unsatisfactory Witness. Docthe Chaisson, the man in charge of the work, was a most unsatisfactory witness, and it was almost impossible to get any definite information out of him as to the work done on this bridge.

Docthe Chaisson does not seem to have kept any particular record in connection with his work and is a man of no credit or standing in the community. He relied altogether upon Martin F. Robichaud to keep matters straight in connection with his work.

The timber purchased by Mr. Stead for the Shippegan ferry landing from Boudreau was valued at the rate of two dollars and twenty cents a stick, large and small, and at this rate Boudreau should have been paid about thirty dollars for the fourteen pieces of timber which he furnished to the Caribou bridge. He actually received forty-two dollars for this timber. Boudreau himself could throw little or no light upon this transaction as he simply had some timber left over and shipped it in the name of Martin F. Robichaud to Shippegan, and he seems to have paid very little attention to the matter after this.

He was paid for the timber procured from him by Mr. Stead and he supposes that fourteen pieces of the timber which had left at Shippegan were used for the Caribou bridge, but whether it was or not so used he could not say of his own knowledge.

Entirely Irregular. Everything in connection with the work done on this bridge is confused and unsatisfactory.

I found Docthe Chaisson unable or unwilling to explain clearly anything in connection with his work and in my judgment he is a man entirely unfit for the position of foreman, as he does not seem able to keep his accounts or reports straight or to give any definite information as to what he did.

Mr. Martin F. Robichaud seems to have virtually taken upon himself the superintendence of the work performed at the Caribou bridge, and to have done in connection with this work what should have been done by the foreman or by the structural superintendent, Valentine Robichaud.

Docthe Chaisson claimed when giving evidence that he had not seen any report which he kept as to the work done on the Caribou bridge. He seems to have left everything to Mr. Martin F. Robichaud even to the fixing of prices to be paid for labor and material.

I am not at all satisfied that this particular lot of fourteen pieces of timber went into the construction of the Caribou bridge owing to the impossibility of getting any definite information from Docthe Chaisson, the foreman. There were some other charges in connection with this bridge, one being the issuing of a check for \$22.50 in the name of Antime Chaisson.

It appears that Antime Chaisson was not really entitled to all this amount, and according to Docthe Chaisson this amount of \$22.50 was really due to four individuals, Antime Chaisson being entitled to \$20, Joseph D. Chaisson, a son of Docthe Chaisson, being entitled to \$18, and two other persons to \$4 each.

It seems that work to the amount of this cheque was actually done by the four persons mentioned. The only explanation offered by Docthe Chaisson for including all these amounts in one cheque was that Valentine Robichaud had told him not to employ too many men and he therefore included the amount due to four persons in one item under the name of Antime Chaisson.

The whole thing was stupid and unnecessary but not, so far as I can see, actually fraudulent; but it is one of the things going to show that Docthe Chaisson was not fit for the position of foreman.

There is also a charge in connection with this bridge that work apparently done by Edward D. Chaisson, supposed to have worked with a horse and cart in connection with this bridge for a number of days was actually done by another person, Cleophas Chaisson, a servant of Valentine Robichaud, the foreman.

Edward D. Chaisson at the time when this work was done was a boy about eleven years old, attending school and doing no work at all in connection with this bridge.

The work which is credited to Edward D. Chaisson was all done by Cleophas Chaisson and the money received by Docthe Chaisson, his employer. Cleophas Chaisson was paid by the month by Docthe Chaisson.

The only explanation Docthe Chaisson had to offer in connection with this matter was that if he had put in the name of Cleophas Chaisson the man who really did the work he would have got the cheque for the work and might have kept it.

The total amount supposed to be due to Edward D. Chaisson for work done in connection with this bridge was \$170 and Valentine Robichaud, the superintendent, signed by Robichaud; but neither of these persons can now give the slightest information with regard to this item.

It is clear that the whole thing was fictitious, but why it was put in the name of Edward D. Chaisson, the boy, who got the amount charged for the work remains to be discovered.

LITTLE BUCOUCHE BRIDGE.

Parish of Wellington, Kent County, N.B.

The charge in this matter is that certain checks in the amount of \$288.87 were issued for the years 1910-1911 for this bridge for the years 1910-1911 for the work supposed to have been done by John K. Sheridan and John Sheridan, Jr., and that the amount of \$288.87 was never performed by him.

Also that an amount credited to John K. Sheridan as foreman on this bridge in the year 1914 is incorrect as John K. Sheridan did not work on this bridge in the return for October, 1910, Fabien Savoy is down for fourteen days' work at \$125 amounting to \$1,750. Timothy Boudreau, who was foreman at this bridge, was actually examined and admitted that this work was not done by Fabien Savoy and that this amount was simply put in the return for the benefit of John Sheridan who then a representative for the county of Kent County, was asked to help Mr. Sheridan all he could.

Mr. Sheridan had done some work in connection with the bridge and had devoted some time to the work and while he did not work on the bridge he did put his name down in the return he did put in Fabien Savoy's name for this amount of \$17.80 in order to remunerate Mr. Sheridan for what he had done. This was, I presume, eventually received by Mr. Sheridan.

There are also items in the return in connection with this bridge in the name of John K. Sheridan, a son of Mr. Sheridan, the representative. Timothy Boudreau, the foreman, admitted that forty dollars out of the accounts appearing to the credit of John K. Sheridan was not really earned by him and that he did not work for this amount. This amount of forty dollars was put in by the foreman for the benefit of Mr. Sheridan the representative.

The foreman explained that he had himself done a good deal of work in looking after this bridge at night and keeping the lumber in the yard, and that this was put in the return. The foreman claims that he practically acted as night watchman for nearly five months on this bridge and charged nothing for his services. He said that if he had devoted his time to the work he would have been paid at least one dollar per night. Being anxious to do something for Mr. Sheridan, the representative, the foreman added various amounts making up forty dollars in all for the benefit of Mr. Sheridan the representative.

In the return for May, 1914, in connection with this bridge, John K. Sheridan's name appears as foreman and he was paid two dollars a day, and I presume was put down as foreman for much of the time. He says that at this time the roads were bad and money was required and he authorized the commissioners to use the road money in digging ditches and filling up holes. He sent them lumber, hemlock deals, amounting to 9,400 feet from the mill, and the lumber was used for making culverts between Janelle and Grand Anne. He charged \$14 a thousand for this lumber.

particular stringers were brought from the Chamberlain bridge, where they had been left when the work was finished, to the Dempsey bridge. They were, of course, not furnished by Edward Jennings, and had apparently been included in the work done on the Chamberlain bridge.

In Valentine Robichaud's returns as to the Chamberlain bridge this item of \$22.50 appears in a voucher made out in the name of Edward Jennings for five pieces of timber, at \$4.50.

Valentine Robichaud, Edward Jennings was paid for timber supplied to the Chamberlain bridge, and why Mr. Stewart should have included this item of \$22.50 in the wholly imaginary account which he put in in the name of Edward Jennings in connection with the Dempsey bridge, is more than I can understand or explain.

Fictitious Account. If Mr. Stewart really supplied this lumber for the roads in 1909 I do not see why he should not have paid for it, nor do I see why if the transaction were straight, Mr. Stewart did not send a bill for his own name for the lumber paid for it. Instead of doing this, an entirely fictitious account in the name of Edward Jennings was made up by Mr. Stewart, and was certified and declared correct by Valentine Robichaud, the superintendent, and sent in as one of the vouchers attached to his return in connection with the work done on the Dempsey bridge.

It is in this connection which Mr. Stewart has acted in connection with the Chamberlain bridge that I have mentioned some of the mental or government matters in Gloucester county, as detailed on the enquiry before me, COMPELS ME TO BE SUSPICIOUS AS TO EVERYTHING HE DOES AND OF EVERY TRANSACTION WITH WHICH HE IS IN ANY WAY CONNECTED.

There was also an item of \$80.00 for posts supposed to have been supplied by Valentine Robichaud, the superintendent. Nobody could say that Frank Robinson had supplied any posts to the Dempsey bridge; Frank Robinson knew nothing about the matter himself nor did Valentine Robichaud and Mr. Stewart. The foreman says he wanted to amount is small, but it only goes to show the wretched system under which the work done under Valentine Robichaud was conducted, and the unfortunate result of interference by a representative with matters that should be left in my judgment, to be dealt with by the department of public works.

Edmund J. Ellis the foreman at the Dempsey bridge, had no knowledge of Frank Robinson supplying any posts to that bridge, but he did find this item in connection with this bridge in Valentine Robichaud's return and declared by him to be correct.

This return was declared to be correct by Mr. Stewart and the posts made up by Mr. Stewart and signed by Robichaud; but neither of these persons can now give the slightest information with regard to this item.

It is clear that the whole thing was fictitious, but why it was put in the name of Edward D. Chaisson, the boy, who got the amount charged for the work remains to be discovered.

MACLEAN SETTLEMENT BRIDGE.

Parish of St. Paul, Kent County (N. B.)

The charge in this matter is that a check was issued to a son of Edward Girouard, of MacLean Settlement, Kent County (N. B.) in 1911, for work on the bridge named above.

That the son who was only ten years old never worked on the bridge. The son's name was endorsed on the check issued by Valentine Robichaud, the superintendent, and received the proceeds of the check.

The check in question was dated Nov. 28, 1911, for \$28.87, payable to Tilmon Girouard. The check was supposed to be issued by Valentine Robichaud for work done on the MacLean Settlement bridge in the month of August, 1911, according to the return sent in with respect to the work on the MacLean Settlement bridge by the chief commissioner.

Edward Girouard and his son Alban worked on the MacLean Settlement bridge in the summer of 1911 and checks were issued from time to time in payment of their wages according to the evidence of Edward Girouard and his son Alban for work done on the MacLean Settlement bridge. Mr. Michael produced some checks, two of them in the favor of Edward Girouard himself and one in the favor of his son, Alban. These particular checks were endorsed, Edward Girouard endorsing the name of his son Alban. There was also at this time produced by Mr. Michael a check for \$28.87 in the name of Tilmon Girouard, which was in the favor of Edward Girouard, and which was produced by Mr. Michael, he Girouard, claimed that there must be a mistake about the check as it did not belong to him.

Girouard says that Mr. Michael told him to keep it as it was for him, and said, "Put the name of the boy on the back and I will cash you that check." Valentine Robichaud, the superintendent, and ordered \$4.85 pieces. Seven checks and six hundred and twenty-nine were got out and taken.

In his evidence given before me, Valentine Robichaud, the superintendent mentioned above, stated that he was examined with regard to this cutting of cedar mentioned by Mr. Stewart. Robichaud says that 7,629 pieces of cedar timber were got out and that ten carloads of this timber were taken away and that about half the timber cut was used for bridge work when required.

It appears that Robichaud made two trips to a place called Miller's Brook and Clifton on the Carquet railway, where this timber was cut. He took with him a number of men, some sixteen in all, who had been working on the St. Simon bridge, to load this timber; the two trips costing about \$84. According to Robichaud the timber so loaded on the Carquet railway was about a distance of some thirty miles. Robichaud received instructions from Mr. Stewart to go up and count the pieces of cedar timber that had been cut and he did this by taking with him 7,629 pieces, a list of which was produced by Robichaud at the hearing.

ST. SIMON AND MACINTOSH COVE BRIDGES.

Parish of Carquet, County of Gloucester (N. B.)

Mr. Venot asks for inquiries into the procuring of a quantity of cedar timber for the construction of bridges in the parish of Carquet in the year 1913-1914.

At the inquiry held by me at Bathurst in the month of September last, A. J. H. Stewart made the following statement on oath as to this matter:

can only result in the degradation of the public service and of those who take part in such transactions.

He issued a check for \$28.87 in the name of Tilmon Girouard, which was in the favor of Edward Girouard, and which was produced by Mr. Michael, he Girouard, claimed that there must be a mistake about the check as it did not belong to him.

Girouard says that Mr. Michael told him to keep it as it was for him, and said, "Put the name of the boy on the back and I will cash you that check." Valentine Robichaud, the superintendent, and ordered \$4.85 pieces. Seven checks and six hundred and twenty-nine were got out and taken.

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It appears that Robichaud made two trips to a place called Miller's Brook and Clifton on the Carquet railway, where this timber was cut. He took with him a number of men, some sixteen in all, who had been working on the St. Simon bridge, to load this timber; the two trips costing about \$84. According to Robichaud the timber so loaded on the Carquet railway was about a distance of some thirty miles. Robichaud received instructions from Mr. Stewart to go up and count the pieces of cedar timber that had been cut and he did this by taking with him 7,629 pieces, a list of which was produced by Robichaud at the hearing.

Mr. Morrissey stated that the first he knew of this transaction was at the session of the house for the year 1915, and on an inquiry held into certain bridge accounts submitted by Valentine Robichaud it appeared that certain bridges were built up with cedar procured by Valentine Robichaud. Mr. Morrissey also stated that he received bills for the Carquet Railway for hauling certain carloads of cedar which he did not understand.

Mr. Morrissey stated that to the best of his belief there was no cedar used in the St. Simon bridge as he sent a man up to look into the matter. According to the information given to him and that made up by Valentine Robichaud and a man named Lorde, it appeared that cedar brought from Miller's Brook had been used in some bridges in the county of Gloucester that that was actually used was paid for by the department, but no cedar timber cut at Miller's Brook had been paid for by the department, and he further stated that so far as the government or the department of public works was concerned that this cutting of cedar was entirely unauthorized and that there had been no communication with Valentine Robichaud, the structural superintendent, as to this timber before it was got out and that Valentine Robichaud had no instructions from the department in connection with this cedar. Also, that neither the minister nor the department knew anything at all as to the hauling out of this timber or part of it on the Carquet Railway that he never received any instructions from the department in connection with this work, stated on oath that an account for cedar procured had been sent in to the department by Valentine Robichaud, the whole account being for the sum of \$2,800.

The minister of public works refused to approve of this account and an investigation was held in the office of the minister, at which were present Valentine Robichaud and Denis Lorde, the structural superintendents, the provincial engineer and representatives of the county of Gloucester. Lorde had previously been sent to the St. Simon bridge, and he reported that he had been to the site of the St. Simon bridge and that there was no lumber there.

At this investigation Valentine Robichaud and A. J. H. Stewart both claimed that the timber had been got out and supplied to various smaller bridges, and that the sending in of the account for this lumber under the name of St. Simon bridge, was a confusion of names and an error. Robichaud produced an item statement which was taken from a showing the various smaller bridges and the number of pieces used in each bridge and after the investigation the first account was withdrawn and other accounts were sent in to the department, showing the number of pieces of cedar that went into the smaller bridges and the cedar which appeared to have actually been used in repairing bridges was paid for by the department.

AUBARRE ROUSSEAU BRIDGE.

Parish of Shippegan, Gloucester County, N.B.

In the return for the year 1913 sent in in connection with this bridge, the name of Adelard Robichaud, foreman, appears as working on this bridge in the month of October, 1913, and he is also credited in the return for the work of himself, horse and cart. According to the evidence given before me Adelard Robichaud's horse and cart were used on this work, the horse being driven by a young man named Stanislas Robichaud, who was employed by Adelard Robichaud. The work seems to have been done, and so far as I can see there is nothing wrong in connection with this particular item.

RE FARM SETTLEMENT BOARD.

This matter was brought up for investigation by P. J. Venot, he claiming that a sale to the Farm Settlement Board of certain lands in the parish of New Brandon in the county of Gloucester, known as the Knowles Farm, was irregular.

Mr. Stewart admitted that this matter James Gleicher, the secretary of the Farm Settlement Board; W. R. Knowles and Fred H. Eaton; A. J. H. Stewart also gave some evidence as to this matter.

It seems, according to the evidence given before me, that in the month of July, in the year 1912, W. R. Knowles wrote to Mr. Stewart, asking him to get the Farm Settlement Board to buy certain property formerly owned by the Knowles Company and then owned by the Royal Bank of Canada; and according to a letter written by Mr. Knowles to Mr. Stewart, Mr. Knowles was willing to pay \$2,000 for the property in question. This property consisting of 200 acres of land at Clifton, Gloucester county, had been previously sold at sheriff's sale and had been purchased by the Royal Bank of Canada, a creditor of the Knowles Company, and at this time was owned by the bank. After getting this proposition from Mr. Knowles, Mr. Stewart saw Mr. Eaton, the manager for the Royal Bank of Canada, at Bathurst, and asked him what the bank would take for this property. Mr. Eaton communicated with the head office of the bank and afterwards told Mr. Stewart that the bank would take \$1,200 for the property, which was a considerable sum for the property in question. The bills for this work are all paid for by the Farm Settlement Board from the Farm Settlement Board, a cheque for \$1,500, dated Oct. 26, 1912, drawn upon the Bank of New Brunswick and payable to the Royal Bank, Bathurst, and under the name of Mr. Eaton and asked him to place the proceeds of it to his credit, that is, to the credit of A. J. H. Stewart; the cheque was later cashed and the proceeds credited to Mr. Stewart at Bathurst by the Royal Bank of Canada. Later on by deed dated Nov. 13, 1912, the Royal Bank of Canada conveyed to A. J. H. Stewart the property in question, all but cooked for a number of men, but the proceeds of the sale of fifty acres of land in the parish of New Brandon, these deeds being registered, together with the deed from the bank to Stewart on the 27th day of December, A. D. 1912. Agreements were then made by four of the sons of W. R. Knowles with the Farm Settlement Board for the purchase of these four several lots of land for the sum of \$875 for each lot of fifty acres.

Mr. Eaton says that he did not know anything about the Farm Settlement Board in connection with this transaction, and he did not know that the Farm Settlement Board had intended to have anything to do with the property, but he simply acted for the bank in selling the land to the Farm Settlement Board for the sum of \$1,200, which was paid for by Mr. Stewart to the bank by his own cheque. Mr. Eaton also says that he had no previous communication with Mr. Knowles about the sale of the land in question, and that he had no previous arrangement or understanding with the Knowles people; he credited the account of one of the sons of W. R. Knowles with the sum of \$1,200, which was the sum of the sale of the land in question to Mr. Stewart.

This came to the attention of W. R. Knowles some two or three months after the sale of the land had been completed. W. R. Knowles ascertained that the Farm Settlement Board had paid \$1,200 for the land, and he claimed that his son's account should have been credited with this sum of \$1,200 and that the sum of \$800 had been improperly retained by someone.

Mr. Stewart in his evidence stated that after agreeing to give the bank \$1,200 for the land in question he called up W. R. Knowles on the telephone and told him that he, Stewart, would give Mr. Knowles the property in question for \$800 on the transaction, and claimed that he was perfectly justified in doing what he did in connection with this matter.

It seems that Mr. Stewart did not disclose to the bank that he was acting for Mr. Knowles or his sons, or that the Farm Settlement Board was concerned with the matter. Mr. Stewart had \$800 on the transaction, and claimed that he was perfectly justified in doing what he did in connection with this matter.

Further Criticism. Strictly speaking, I do not think that Mr. Stewart was acting in this matter as agent for the Knowles people, and therefore cannot be accused of making a secret profit out of this business. I do think that in Mr. Stewart's position as a representative of the county of Gloucester, he should have acted somewhat differently both with the Farm Settlement Board and with the Knowles people for whom he was acting in a way. I think it was his duty to have told the Farm Settlement Board the exact amount for which the property could be procured, namely, \$1,200, and that he should have given the Knowles people a description of the property and full particulars and send to you, and I would thank you to put it through for me.

ally used in construction has been paid for, and therefore no loss has been sustained by the province by reason of this transaction of Mr. Stewart's, and I presume that none of the timber left on the ground along the Carquet railway will be paid for by the department until it actually goes into construction in the bridges to be repaired. Mr. Stewart stated that all this timber was paid for except about sixty pieces, but so far as I can discover it was certainly not paid for by the department of public works.

The procuring of this timber by Mr. Stewart was unauthorized and wholly irregular, but the department of public works is in no way responsible for what Mr. Stewart did. Only the timber actually used in construction has been taken over and paid for, and the province of New Brunswick and the department of public works has nothing whatever to do apparently with the timber still remaining at the place where it was cut.

GLoucester County Roads.

The charge in this matter is that a considerable amount of money was expended on the Mameque road, Shippegan Island, Gloucester county, under Special Commissioner Docthe Chaisson, and Jean J. Robichaud, without the authority of the minister of public works. This charge is admittedly correct.

In the fall of the year 1914 Martin F. Robichaud, representing the county of Gloucester, appointed Docthe Chaisson and Jean J. Robichaud to oversee the work on the Lameque road and work to the amount of nearly \$7,000 was done on this road, and the superintendence of these two men, according to the return made by them.

Martin F. Robichaud admits that he ordered this work to be done without any authority whatever. The bills for this work are all paid for by the Farm Settlement Board from the Farm Settlement Board, a cheque for \$1,500, dated Oct. 26, 1912, drawn upon the Bank of New Brunswick and payable to the Royal Bank, Bathurst, and under the name of Mr. Eaton and asked him to place the proceeds of it to his credit, that is, to the credit of A. J. H. Stewart; the cheque was later cashed and the proceeds credited to Mr. Stewart at Bathurst by the Royal Bank of Canada. Later on by deed dated Nov. 13, 1912, the Royal Bank of Canada conveyed to A. J. H. Stewart the property in question, all but cooked for a number of men, but the proceeds of the sale of fifty acres of land in the parish of New Brandon, these deeds being registered, together with the deed from the bank to Stewart on the 27th day of December, A. D. 1912. Agreements were then made by four of the sons of W. R. Knowles with the Farm Settlement Board for the purchase of these four several lots of land for the sum of \$875 for each lot of fifty acres.

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At this time Mr. Stewart knew that the land in question was a lot of land in the parish of New Brandon, and that he should have given the Knowles people a description of the property and full particulars and send to you, and I would thank you to put it through for me.

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Mr. Stewart in his evidence stated that after agreeing to give the bank \$1,200 for the land in question he called up W. R. Knowles on the telephone and told him that he, Stewart, would give Mr. Knowles the property in question for \$800 on the transaction, and claimed that he was perfectly justified in doing what he did in connection with this matter.

It seems that Mr. Stewart did not disclose to the bank that he was acting for Mr. Knowles or his sons, or that the Farm Settlement Board was concerned with the matter. Mr. Stewart had \$800 on the transaction, and claimed that he was perfectly justified in doing what he did in connection with this matter.

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