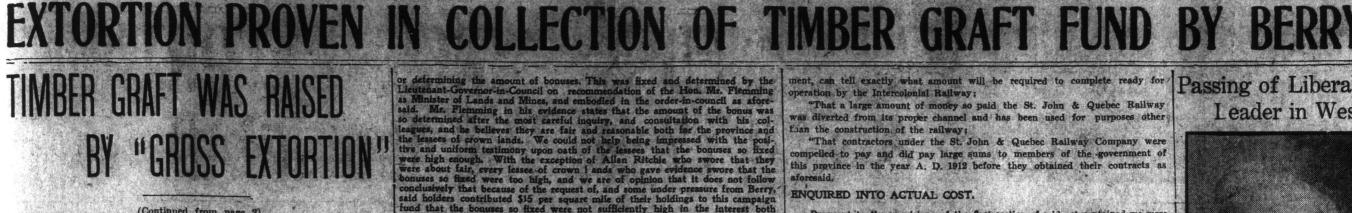


inklev Says Premier Flemning Instructed Berry-But Where Did the Province Come in?

S. Carter, who a few days ago made us charge respecting the diversio \$2,903.32 stumpage payment by the sie Lumber Company, as part of ment of a disputed account ard by W. H. Berry, superintendent ers, with them, tells The Telethat J. W. Brankley, manager of liramichi Lumber Co., of Chath in the city on Thursday for the bose of meeting W. H. Berry by apent in order to discuss the ma

Brankley made the somewhat s statement to Mr. Carter that was acting under instructions of er Flemming, then minister of s and mines, and that the amount 03.82 was paid over to him or the amichi Lumber Co., he was not sure ch, upon Flemming's instructions. reason he gave for this diversion of a large sum of money which should been paid over to the crown land artment and credited to the revenues he province, was that two years be-, when Mr. Rundle was manager of Miramichi Company, the crown land riment made them pay \$5,000 double page for cutting under size, as was ged by Berry, who was superintend-of scalers: Flemming, he said, when became surveyor-general, promised to te the amount good and this is the he obtained part of the rebate. e would not say from what source got the balance of the \$5,000, but sted that the amount had been paid and mines, and that the amount

Brankley seemed anxious to im-the fact that Berry did not profit he transaction; but it may be said is connection that his story does not his connection that his story does not ee with Mr. Berry's version. It. Brankley did not attempt to ex-n why after getting a check for 03.32 from the Dalhousie Lumber Mr. Berry not only did not report collection to the crown lands de-tment but sent out from that office ther statement to the Dalhousie peo-reducing their second



(Continued from page 2). contributions were paid by Mr. Robertson, who testified that the payment was optional and voluntary.

HAD TO PAY.

"Mr, James A. Rundle's land was classified 'at seventy-five dollars a mile -In Division B. This witness testified that Berry told him that he had to pay fifteen dollars a mile more, and that he understood it was to be paid into the government, and that Berry said :- 'His orders from the surveyor-general were to collect \$15 a mile, and that I was to pay it to Mr. Brankley.' Witness paid the money, amounting to \$832.50, to Mr. Brankley on the 26th day of

June, 1918, and says he figured it as a condition of getting his licenses renewed. "The evidence given by Mr. Charles Fenderson shows that in his conver-sations with Berry the matters of classification and bonus were discussed, and eventually at the Barker House. Fredericton, Berry told the witness that the rate per mile had been practically decided upon, but they had also decided it was a good time to start a political fund, and that the government expected fifteen dollars additional. Mr. Fenderson further says that he agreed to talk it over with his firm, and that afterwards in June, 1918, amounting to \$2,000, the money was paid to Mr. Berry in cash in the Dufferin Hotel in St. John, but he says he had no reason to believe the payment would influence the classification of his lands

"The sums paid by Mr. Frederick C. Beatteay for Stetson, Cutler & Com-pany and other companies, amounting to \$20,000, were not paid by arrangement with or through Mr. Berry. Consequently for this branch of the report no further reference to them need be made.

"The contribution of the Partington Pulp and Paper Company was not paid until the fourth day of October, 1918, although negotiations for its pay-ment had been progressing since about the first of July previous between Mr. Jones, manager of the company, and Mr. Berry, who was at times accompanied by Mr. E. R. Teed. Mr. Jones said he paid the amount, \$3,225, because everyody else had paid it, and if all the other lumbermen had acceded to the request, the company would like to be on as good a basis, and by paying the amount he would eliminate any danger in that respect. He said he felt some-thing was being demanded which he had no right to pay. His conversation over the matter was with Mr. Berry, who told witness that in view of the terms made in connection with the bonuses the large timber owners should contribute to a campaign fund, that all the other large owners had agreed to the proposition, and that they felt that the Partington Company should come in with the rest. The money was finally paid on the fourth day of October, 1913.

IT WAS CLEAR EXTORTION.

"Having in view the testimony given by the different contributors, the only conclusion that seems possible to us is that THE MONEY WAS ACTUAL-LY EXTORTED. Under the conditions which prevailed it was impossible for any of the license holders to exercise any freedom of mind or will when the proposition was made to them by Berry that the extra amount should be raised. The fact is that the request, if it can be so termed, was made by the Grown Land official to whom each license holder knew the classification of all the lands was entrusted. They knew further that the decision of this same man Berry would prevail in segard to whatever disputes might arise between any of them and the government scaler in each season's cut. He was the one official in the Grown Land Department whom it was absolutely imperative that each license holder should appease and placate ; and all that being so it would seem of less moment what the actual conversation was when Berry asked for the money. It was the very relationship between each done and Berry that so few out of all approached had strength of mind to refuse a contribution. "All the above indicated conversations and payments, except the ones specially, seferred to above and excepted, took place before the orders-in-council classifying the lands and fixing the amount of bonus payable under each classification.

or determining the amount of bonuses. This was fixed and determined by the Lieutenant-Governor-in-Council on recommendation of the Hon. Mr. Flemming as Minister of Lands and Mines, and embodied in the order-in-council as afore-said. Mr. Flemming in his evidence states that the amount of the bonus was so determined after the most careful inquiry, and consultation with his col-leagues, and he believes they are fair and reasonable both for the province and the lessees of crown lands. We could not help being impressed with the posi-tive and uniform testimony upon oath of the lessees that the bonuses so fixed were high enough. With the exception of Allan Ritchie who swore that they were about fair, every lessee of crown 1 ands who gave evidence swore that they conclusively that because of the request of, and some under pressure from Berry, said holders contributed 315 per square noile of their holdings to this campaign fund that the bonuses so fixed were not sufficiently high in the interest both of the province and of the lumbermen. It may well be that it was to keep on the "right side' of Berry who as superintendent of scalers had power and au-thority to revise, reduce or increase the scale of logs cut by them from crown lands year by year, that they contributed to said fund as aforesaid. THAT CLOSE RELATIONSHIP.

THE SEMI-WEEKLY TELEGRAPH, ST. JOHN, N. B., WEDNESDAY, NOVEMBER 25, 1914.

THAT CLOSE RELATIONSHIP.

THAT CLOSE RELATIONSHIP. "There are some circumstances and some evidence which appear to show that the Hon. Mr. Flemming had such close relationship with and intimate inowiedge of the unworthy conduct of Berry in collecting these moneys that the inference ought to be drawn that what was done by Berry was done by Mr. Flemming's directions, but when it is remembered that Berry was done by Mr. Flemming's directions, but when it is remembered that Berry was done by interested in his zeal in behalt of this uncerupalous and corrupt enterprise, but, as appears by the evidence, switched from the fund which he pretended was being raised for party purposes into his own pocket the amount of \$16,500, without the knowledge of Mr. Flemming or of Mr. Teed who was to be the treasurer and custodian of this whole fund, is it unreasonable to conclude that Berry with the wicked intent of advancing his own interests, with the expec-tation from the beginning of appropriating to his own use a large portion of the moneys to be contributed to this fund, made the proposals with respect to the raising of these moneys both to the Hon. Mr. Flemming, as he stated he did, and to the said lessees of Crown Lands as they stated he did. "Having this in mind, while it clearly appears that the fund was raised with the knowledge and consent of Mr. Flemming its witan question in this en-quity is: Did Mr. Flemming through the agency of Berry extort these moneys from the said lessees of crown lands? The evidence does not convince us he did, for as against the evidence and circumstances abow mentioned from which' such an inference might be drawn we have the positive and un-ontradicted setimony of Mr. Flemming that he did not know or have any-ting, knowledge or information that the contributions to said fund were to be otherwise than absolutely voluntary, which testimony we do not feel justi-tied in totally casting aside and disbelieving."

NOT GUILTY-AS CHARGED.

"Not being satisfied by the evidence that the Hon. Mr. Flemming is guilty of directing the extortion of said moneys by the said William H. Berry before the lands were classified, we therefore find him not guilty as charged. "There has been no evidence whatever to show that any other members of the government had any knowledge of this find or its collections; in fact Mr. Flemming in his testimony clearly stated this, saying that he was the only member of the government who had anything to do with the matter and that he had not consulted with his colleagues regarding it. The inference, therefore, is clear that it was to be controlled and disbursed entirely by Mr. Teed and bimself

HOW THE GRAFT WAS SPLIT.

HOW THE GRAFT WAS SPLIT. "As to the disposition made by Berry of the moneys so extorted and the ultimate destination thereof, we kee to seport that of the total amount of ser-enty-one thousand six hundred and sixty-four dollars, so raised, he, the said Berry, retained in his possession sixteen thousand, five hundred dollars, and the balance, being the sum of fifty-five thousand, one hundred and sixty-five dollars, has been paid over to E. R. Teed of Woodstock, who was asked by Hon. Mr. Flemming to receive and hold the same. According to Mr. Teed's evidence he has paid from the fund some of the bills of the local government party, also twelve dollars for safety boxes, two hundred dollars to MR. Brank-ley for expenses, and one thousand dollars for his own expenses in connection with the collection and handling of the fund. With the exceptions above noted the entire amount which was paid over to Mr. Teed as aforesaid was in Mr. Teed's possession at the time he gave avidence before the commission, and he is now, or then was, holding the same as a fund to be used in the interests of the local government partly in this province. "All of which is most respectfully submitted." Saint John, N. B. September, 1914.



ment, can tell exactly what amount will be required to complete ready for operation by the Intercolonial Railway; "That a large amount of money so paid the St. John & Quebec Railway was diverted from its proper channel and has been used for purposes other than the construction of the railway; "That contractors under the St. John & Quebec Railway Company were

compelled to pay and did pay large sums to members of the government of this province in the year A. D. 1912 before they obtained their contracts as

ENQUIRED INTO ACTUAL COST.

Pursuant to the provisions of the first section of said act contained we were authorized to inquire into the actual cost of said railway so under construction o date (meaning the 18th day of April, 1914) and the further amount neces sary for the completion of the said railway so under construction between Gagetown and Centreville and the cost of said railway when entirely completed, and also to inquire and find whether any and what amount of said moneys so paid the St. John & Quebec Railway Company was diverted from its proper channel and has been used for purposes other than the construction of the said railway, and if so, the persons to whom paid, and what amounts were paid, and also to inquire and find whether contractors under the said St. John & Quebec Railway Company were compelled to pay and did pay, large, or any or what sums of money, to Hon. J. K. Flemming, premier of this province, and Hon. Harry F. McLeod, formerly provincial secretary, in the year A. D. 1912, before they obtained their contracts.

On the 26th of March 1910, an Act, 10 Edward VII, Chapter 6, was passed by the legislature of New Brunswick to aid the construction of a line of railway along the valley of the St. John River. The first provision of the said act authorized the lieutenant-governor-in-council to make a survey of the said act authorized the neutenant-governor-in-council to make a survey of the salu proposed line of railway from Grand Falls or a point on the line of the Na-tional Transcontinental Railway in the county of Victoria, touching certain foints in the counties of Carleton, York, Kings and Queens to the city of St. John, and providing for certain alternative termini or connection with the C. P. R. which latter became unimportant as the act was afterwards amended by Chapter 25 of 2 George V., section 3, defining the said railway to mean a rail-way from Grand Falls or a point on the N. T. R. in the county of Victoria at of near Grand Falls to the city of St. John and crossing the St. John river at or near the Mistake, so-called, in the county of Kings, then crossing the Ken-nebeccasis river and to the city of St. John at or near Courtenay Bay or to a point on the Intercolonial Railway near Rothesay, in the county of Kings, and such survey with a report thereon and an estimate of the cost thereof be laid before the lieutenant-governor-in-council.

By the same section of the said act it is provided that the province be re-

imbursed for any such survey, estimate and report by any company with which a contract may be entered into under parts 2 and 3 of said act before any bonds are guaranteed.

A survey of said proposed railway was afterwards made by David F Maxwell, C. E., and the report of said survey with the plans and estimate of the cost thereof, estimated at \$85,500 per mile, were laid before the lieutenantthe cost thereof, estimated at sociou per mile, were laid before the lieutenant-governor-in-council. The lieutenant-governor-in-council, by the amending act of 2 George V., chapter 25, is authorized by section 4 of said act to guarantee the payment of the principal and interest of the first mortgage bonds of any company or corporation already authorized or which may hereafter be author-ized by law to construct the said line of railway, which bonds or debentures are not, however, to exceed \$25,000 per mile of the mileage of the said railway and also authorizes and empowers the lieutenant-governor-in-council, on behalf of the Province of New Brunswick, to enter into a contract with any such company or corporation for the construction of such line of railway in con sid-eration of such guarantee; provided that the lieutenant-governor-in-council should first be satisfied of the bona fides of such company and its ability and resources to construct the said railway.

The said act further provides that said bonds shall bear interest at a rate not exceeding four percentum per annum, payable half-yearly, and the principcl thereof shall be payable in not more than fifty years from the date of issue, and the said bonds shall be in such form as the lieutenant-governor-incouncil may approve.

By the said amending act, 2 George V., chapter 25, the lieutenant-governor-By the said amending act, 2 George v., chapter 20, the heatman portions of the first mortgage bonds of the company or corporation construct-ing the said proposed line of railway the guarantee on behalf of the province succular corolla tubes fall in great showers to the ground, which has been cate of the government engineer, such certificate to state the whole value of the work done op each division, and the proportionate amount of bonds the comrided by said act. 10 Edward VIL, a the work pr pany is intitled to have guaranteed in respect to each division, having regard to the cost of the work already done relative to the whole estimated cost of the road, and to the amount of the bond, that may by the contract be provided to be guaranteed during the progress of the work in respect of each division. "SAVE HARMLESS THE PROVINCE."



Passing of Liberal

Leader in West

HON. WM. TEMPLEMAN, former Minister of Mines and of Inland Rev-nue who died on Saturday at Victoria.

INDIA'S MAHUA TREE YIELDS FOOD AND DRINK

Tipple is Like Irish Whiskey, and It Also Gives Lubricating Oil.

Vice-Consul General John S. Hunt Vice-Consul General John S. Hunt writes from Calcutta, India, as follows: "The mahua, malwa, mowha, mowa or mowra tree in India is a large deciduous tree throughout the forests of Dekkah, Carnatic, west coast and central India, and Guzerat, stretching north as far as Oudh and Kumaun, and eastward across to Orissa. Though found in a purely wild state in many parts of India the value of the flowers and fruit has caused it to be brought under more or less culvalue of the flowers and fruit has caused it to be brought under more or less cul-tivation. The economic value of the tree lies in its edible flowers and oil yielding seeds, although the gum or gutta that flows from incisions or abraisions on the stems shows an average of 46.9 per cent. gutta, 38.8 per cent. resin and 12.3 per cent. ash. The bark also is used as a dye, while all the properties of the tree are used to some extent medicinally. "The mahua puts forth its leaves from February to April. Cream colored flow-ers appear in great clusters of 30 to 50 near the ends of the branches from March to April. About the end of March the flowers begin to arrive at maturity,

d appear in the books of Col. Log-office that they had only paid \$13,-5 and \$13,13, stumpage on 5,486 ers, whereas on Aug. 20 they had an additional \$2,903,32 which did an additional \$2,908.82 which did go into the provincial revenue. r. Carter says Mr. Brankley called transaction "Irregular," but was ex-t in his statement that Premier aming knew all about it. r. Flemming, Mr. Brankley and Mr. y were three of the gentlemen who in a certain room in the Barker se, Fredericton—and that interview impressed upon the people by the pressed upon the people by the ommission's report published yes-

ANS NOISELESS CARS FOR NIGHT TRAVELERS.

ilroad Superintendent Promises Slee rs in Which One Can Sleep.

novel innovation and one likely to e so popular that it will doubtless dopted by other lines, is the first of J. E. Taussig, now general rintendent of the Texas & Pacific

road. fr. Taussig seeks to accomplish the piseless Pullman." As Mr. Taussig, to has been in New Orleans for the t few days, puts it, the Pullman is at section of the train where in the k o' night Morpheus should reign preme and all rebellious noises directed eme and all rependently suppressed his estate be summarily suppressed e order has gone out over all of the xas & Pacific lines from New Orleans El Paso, for the train crews on pas-ger trains to show the proper loyalty sleep, so that Pullman travelers may ive the full benefits of the sandman's

is an order unique in railroad an-and Mr. Taussig has the distinction ing the first official to constitute if "first aid to sleep" on a railroad w.

ney. How will I accomplish the noiseless per?" Why, easily enough," the gen-superintendent maintained. "In the place I have issued orders to the i crews to keep down what might ermed the big noises, such as the ging of bells and sudden, discordant nging of bells and sudden, discourse oping off of steam by engines close llmans in which passengers are as How often is a passenger in one moment jerked bodily from do boisterous switch engine vindow of his berth? If the is nervous the concluding period sleep might take on the cruel n e phase, and in coming round he'd as likely as not fancy the roar of opean war in his ears, or if his final cap had been overcharged a bit ousand hissing serpents about

That's to be eliminated-the hissin spluttering of engines near slee d another phase of nocturnal ance which is to be relegated to ance white which a seless things is the sho back and forth in the yards t a crews seem to think a part of the ness. No more shouting goes; the inlated voice will do just as well and the same time prove more conduct the restful sleep of our patrons." The third and most important bugal t Mr. Taussig has on his list for c decapitation is useless talk h crews in the aisles of the Pu g the night watches. If the porte to entertain each other with the scandal in Darktown or retain heard in the smoking compa they must seek the seclusion cowcatcher up front or retire to We are going to have a silent road," Mr. Taussig, "and I know our pa-ns won't be sorry."

GROSS IN THE EXTREME."

At the time these demands were made the government was on the eve of fixing the bonus and stumpage payable by license holders for a time which would cover the full period of the lives of most of the parties affected, and IT IS DIFFICULT TO IMAGINE ANYTHING MORE REPREHENSIBLE OR BLAMEWORTHY THAN THAT AN OFFICIAL OF THE DEPART MENT INTERESTED SHOULD PRESENT SUCH A DEMAND OR RE-MENT INTERESTED SHOULD PRESENT SUCH A DEMAND OR RE-QUEST AT SUCH A TIME. The license holders were not even free to pro-test against such requests, coming from the lips of an official whose ill-will might easily express itself in ways that would cost much more than the amount then demanded. It was of the most vital interest to each holder that his licenses be renewed. His investments in mills, machinery and other plant were in issue. By the ill-will of Berry the value of his holdings could in many ways be depreciated, and for a man holding the position of chief superintend-ent of scalers to make such a proposition as that involved in the conversations above detailed, IS, IN OUR OPINION, AN EXTORTION GROSS AND CULPABLE IN THE EXTREMME. To those dependent upon the renewal of their timber licenses it is not only an extortion of the most effective nature, but it appears the more harsh and cruel inamuch as it is practised by one to whom it is unsafe to make protest and for a purpose repugnant to many of the contributors.

but it appears the more harsh and cruel inasmuch as it is practised by one to whom it is unsafe to make protest and fog a purpose repugnant to many of the contributors. "Coming now to the immediate issue involved in this enquiry the ques-tion remains: Was this extortion, which is shown to have been practised by Berry, directed by Hon. Mr. Fleming? "In the first place no one has testified that it was so directed. The only man other than Hon. Mr. Fleming who would be in a position to give posi-tive evidence upon the point has been, since the start of this investigation, be-yond the jurisdiction of the commission. On the other hand the Hon. Mr. Flemming has testified that he in no way directed such extortion. "But it was claimed on the part of Mr. Dugal that such direction was amply proven and the evidence pointing to that conclusion cannot be lightly treated or dismissed. It was proven by the premier's own testimony that sug-gestions for the collection of a party fund or, as it was called in the conversa-tion an 'educational' fund, had come to him from Mr. George Cutler, whose firm subsequently contributed a very large amount, and that Mr. James Rob-inson had expressed to him the same idea. To neither of these men was en-couragement given, neither was the suggestion discouraged. The conversations with these two man transpired prior to Mr. Berry's announcement that the lumbermen were desirous of contributing to the fund which was afterwards raised.

WHAT FLEMMING KNEW AND DID.

"It is apparent that Hon. Mr. Flemming did not discourage such a move ment but he warned Berry not to hav anything to do with getting or receiv-ing the money. THE PREMIER NAMED THE TREASURER, MR. TEED OF WOODSTOCK. HE KNEW THAT EFFORTS WERE BEING MADE TO GET MONEYS FROM CERTAIN HOLDERS OF CROWN AND TIMBER LICENSES, HE KNEW THAT FROM TIME TO TIME SUCH MONEYS WERE COMING INTO MR. TEED'S HANDS. HE SET HIS SEAL OF APPROVAL ON THE TRANSACTION BY INTRODUCING HIS CHOSEN TREASURER TO MR BRANKLEY WITH THE WORDS: ANYTHING MR. BERRY TELLS YOU ABOUT THIS MAN (TEED) WILL BE 'ALL RIGHT.' At the time of such remark the premier, with Messrs, Berry, Teed and Brankley, was in his room at the Barker Fredericton, and Berry had acquainted him with the fact that Brankley was acting for the lumberment in holding the fund prior to its being passed over. "IN THE CASE OF THE PARTINGTON PULP AND PAPER COM-PANY THE PREMIER WAS AWARE THAT BERRY WAS URGING A CONTRIBUTION AND, BACKED BY ALL THESE FACTS AND CIR-CUMSTANCES, THE VIEW WAS STRONGLY PRESSED UPON THE MISSION THAT HON. MR. FLEMMING COULD NOT POSSIBLY HAVE BEEN IN IGNORANCE OF BERRY'S ACTIVITIES AND OF THE METHODS HE EMPLOYED. THERE IS A GREAT DEAL TO SUP. PORT SUCH A VIEW, BUT, IN OUR OPINION, IT STOPS SHORT OF SUCH SUFFICIENCY OF PROOF AS WOULD JUSTIFY THE COMMIS-SION IN DECLARING THE CHARGE OF DIRECTING THE EXTOR-TION PROVED. THAT THE MONEY WAS IN FACT EXTORTED BY BERRY IS FULLY PROVED, THAT THE PREMIER WAS WELL AWARE THAT MONEYS WERE BEING COLLECTED FOR A PUR-POSE UNQUESTIONABLY IMPROPER, IS ALSO AMPLY SHOWN. IT IS ALSO MANIFEST THAT HE DIRECTED THE DISPOSITION OF SUCH MONEYS WHEN COLLECTED, ALSO THAT HE ACQUIESCED IN THE COLLECTION OF SUCH MONEYS AT A TIME AND FROM

A SOURCE HIGHLY AND GRIEVIOUSLY IMPROPER. "That Berry held himself out to certain of the donors to the fund as au-thorized to speak on behalf of the government and as representing the premier is, we think, beyond question. It is certain that some of the contributors-possibly all of them-regarded Berry as the duly authorized agent of the gov-ernment in the task of raising the fund, but this brings us no nearer a con-clusion for it was simply Berry's statement that influenced such belief and it does not seem to have occurred to any of the parties so injuriously affected to make any inquiries with a view to testing the accuracy of Berry's representa-tions in that regard

BONUSES HIGH ENOUGH.

"The evidence shows that Berry had nothing whatever to do with fixing

PROPERLY CHARGEABLE

No Diversion, "Malce Fides," But Province Had to Pay \$107,000 Which Should Have Been Met By Mr. Gould's Company

No Excuse for Payments to Gleaner and to J. N. W. Winslow"-Profit on Construction Company's Contract as Contended by Mr. Carvell-The \$100,000 Still Missing Out of Personal Loan to Mr. Gould and Associates at Time of Last Election Wort Net Pe Personal Out of Personal Data Election Must Not Be Repaid Out of Bond Pro-

That the Premier of New Brunswick compelled Contractor Kennedy to pay \$2,000 is one feature of the royal commission's report on the Valley Railway charges, which report is here printed in its entirety.

The report deals also with many improper payments and charges, with the version of money from its proper channel, and with many other irregularities. finds the charges in the case of Hon. H. F. McLeod not proven.

The report follows here in full:

Hon. Josiah Wood, D. C. L., LL. D., lieutenant-governor of the province lew Brunswick:

Having been appointed and constituted a royal commission by letters tent under the Great Seal as authorized by the act of the legislative asmbly of the said province & George V., Chapter 18, passed on the 18th day of April, 1914, to enquire into certain charges connected with the St. John & nebec Railway and having by virtue of the authority conferred upon us by aid act investigated the said charges, we beg leave to submit to your honor the following

The said charges are fully stated and set forth in the preamble of the said as follows:

act as follows: "That the St. John & Quebec Railway Company has already received in actual cash out of the proceeds of bonds guaranteed by the government of this province the sum of \$2,728,578 and from the dominion government on account of subsidy the sum of \$543,000, amounting in the whole to the sum of \$8,821,-

"That the said railway company has actually under construction 117 miles of railway between Gagetown and Centreville; that the said railway company has therefore received about \$28,000 a mile for railway actually under construct-

"That the grading on said 117 miles which is the only problematic in the cost of construction of a railway is all completed and therefore the actual cost of completion of the 117 miles for operation can be easily obtained;

"That it will require \$600,000 additional money to complete said railway etween Gagetown and Centreville and the said railway company now owes its

I nat the books of the said railway company and of Messas. Kennedy & McDonald, the Hibbard Construction Company and James H. Corbett & Sons, who are the contractors under the said railway company, will show the **actual** cost to date, and James Taylor, inspecting engineer for the Dominion got.

It is provided by said act, 10 Edward VIL, that before any of the said onds shall be guaranteed the company or corporation constructing, or agreeing to construct the said line of railway, shall give to His Majesty the King, acting in respect to the Province of New Brunswick, a mortgage upon the said line of railway, to secure and save harmless the Province of New Brunswick for and against the payment of the said principal and interest of the same

Said act. 10 Edward VII., provides that no agreement shall be entered into for the construction of said line of railway or for the guaranteeing of said bonds unless and until the Parliament of Canada shall enact legislation author-izing the granting of a subsidy in ald of the construction of the said railway to izing the granting of a subsidy in aid of the construction of the said railway to the amount, not less than \$6,400 a mile, and authorizing the entering by the said Parliament of Canada into an agreement with such company or corpora-tion and with the Province of New Brunswick for the leasing of the said line of railway, when completed, and for the operation, equipment and mainten-ance, upkeep and repair by the said Parliament of Canada as part of the government railway system of Canada for a period of 99 years, and for the pay-ment by the Parliament of Canada to the said Province of New Brunswick

rovided by said amending act' that before the government guaran-It. ister Let Company Get Away With \$30,000 Which Should Have Been Repaid for Original Survey. SIGNING CONTRACT WITH GOULD COMPANY.

That all the said conditions having been fulfilled, a contract, as required the said act, was entered into on the 12th day of December, 1911, between His Majesty the King, acting therein in respect of the government of the Province of New Brunswick and represented as acting by Hon. H. F. McLeod, ovincial secretary of the Province of New Brunswick, of the first part, and the St. John & Quebec Railway Company, a company duly incorporated by virtue of chapter 52, 10 Edward VII., and authorized by said act to construct the said line of railway, of the second part.

That the said contract was made and entered into between the said parties pursuance of, and in conformity with and as provided by, the said acts of the legislative assembly, above referred to, the said company thereby agreeing to acquire the right of way and to construct the said line of railway as in said ontract specified, and the Government of New Brunswick, in consideration thereof, agreeing of the \$35,000 bonds per mile of the mileage of the said railway that the said company was authorized to issue by the said act, 10, Edward VII, chapter 6, \$25,000 per mile thereof would be guaranteed by the govern-

That subsequently and in the month of May, 1912, the said company ub-let the construction of the whole of said line of railway from Gagetown to Centreville to their sub-contractors, namely, to James H. Corbett & Sons, from agetown to Fredericton; to the Hibbard Construction Company from Fredon to Woodstock, and to Kennedy & McDonald from Woodstock to entreville. The said line of railway from Gagetown to Centreville being in ength about 120 miles, was divided into the three sections, as follows: From Gagetown to Fredericton, being section B., and under contract to James H. Corbett & Sons, 33 miles in length; section from Fredericton to Woodstock, beg section C, and contract to the Hibbard Constructing Company, 62 miles in ength; section from Woodstock to Centreville being under contract to Kennedy & McDonald, 25 miles in length. The said sub-contractors shortly after entering nto said contracts as aforesaid, entered upon the work of construction of the aid line of railway in their respective sections.

That the said failway company in addition to said issue of \$35,000 a mile s said railway company, to issue \$2,000,000 of capital stock of said railway rided into 20,000 shares of \$100 each. That on constructed on page 4.) Speaking of tennis, when a man goes on a racket he is apt to get into the on a racket he is apt to get into the on a racket he is apt to get into the on a racket he is apt to get into the sourt. Then there's the deuce to pay, the net result sometimes being that he has to serve a term for his fault.—Bos-ton Transcript

cleared of grass and underbrush and pre-pared for the harvest. This continues to the end of April, but usually the fall from a single tree is complete in seven

from a single tree is complete in seven to ten days. The flowers are then spread out and left to dry in the sun; in a few days they shrink in size, change in color to a reddish brown, and their peculiar sweet odor becomes more apparent. "These flowers are eaten extensively while fresh, but generally speaking they are dried thoroughly and cooked with rice and other grains. Sometimes they are completely dried and reduced to a powder, and in this condition are cook-ed in round cakes and mixed with a va-riety of foodstuffs. Mahua is extremely sweet, and the ability to eat and digest sweet, and the ability to eat and digest it must be acquired. Few Europeans are able to eat more than one flower on a able to eat more than one flower on a single occasion without having disagree-able after effects. Sugar and molasses of a good quality are also made of ma-hua. It is estimated that in the central provinces alone 1,400,000 of the native ple use mahua as a regular article o

"The art of distilling these flowers is of spirits the flowers when dried are sold to village distillers or to the gov-ernment distillerics. The flowers are imnersed in water for about four days; hey are then fermented and thereafter listilled. If the distillation has been carefully carried out the spirit thus produced is not unlike a good Irish whisky. At first it has a strong, smoky and rather foetid flavor, but age remedies this and converts it into a quite palatable and converts it into a quite paratable though strong drink. The method of dis-tillation is similar to that pursued in all other countries, save that in India it is less scientific and correspondingly more

wasteful. "The seeds of the mahua, which suc-ceed the flower from which the spirit. is made, are extensively used for the manufacture of mahua butter, which is manufacture of mahua butter, which is used in the adulteration of ghee, for lubricating and illuminating purposes and for eating by the native people. The method of expression is crude. The ker-nels are taken from the smooth, chestnut colored pericarp by being bruised, rub-bed and subjected to a moderate pres-sure. They are then ground and the oil obtained by cold expression. In the cen-tral provinces the kernels are pounded, boiled, wrapped in several folds of cloth, and the oil thereafter expressed."

Toll Gates in America.

In America the last of the turnpikes are disappearing. A toll gate abolished near the town of Peru, in Vermont, is said to have been the last in New Engand. Local protests have been unavailing, but when this piece of road became an important link in a popular motor route through the Green Mountains, the matter was taken up by the State, and his thoroughfare was freed from tolls.— Weekly Scotsman.

The Horse of Today.

Now, when his days are threatened, the horse, says a writer in the Field, has reached an extraordinary pitch of per-tection. The hunter is on the whole a nuch better animal than his predecessor of a couple of generations ago, for he has a longer ancestry, and in consequence shows more breeding, and this means that he gallops faster.

Too Many Highballs.

Sneaking of tennis, when a man goes