

## REPORT OF COMMISSIONER CHANDLER ON VENIOT CHARGES

The following is the text of Commissioner Chandler's report concerning the charges made by Mr. P. J. Veniot against two of Gloucester County's local representatives and their management of public affairs. The Northern Light omits the first part of the report, which deals with Kent County matters, and takes it up where this County begins to be particularly interested.

### STUMPAGE ON SLEEPERS

The Enquiry Regarding Sleepers, Cut on Bass River, Gloucester County.

Re Stewart Lumber License, Bass River, Gloucester County, N. B.  
Mr. P. J. Veniot claimed in this matter that large quantities of railway ties have been cut on a certain block of Crown Land held under license by Mr. A. J. H. Stewart of Bathurst, N. B., situated between the Miramichi Road and Bass River, in the County of Gloucester. Mr. Veniot also claimed that a large number of logs had been cut on this same land on which no stumpage had been paid.

According to the evidence of Mr. T. G. Loggie, Deputy Minister of Lands and Mines, given before me, License No. 2024 for the year 1914 was issued to Mr. A. J. H. Stewart in the year 1913. A timber license covering the same lands as those included in License No. 2024 was issued to William C. White, President of the Gloucester Lumber and Trading Company, December 26th, 1912. This license was transferred to A. J. H. Stewart on the 30th day of April, A. D. 1913.

Mr. Loggie stated that no stumpage was paid with respect to the lands covered by license No. 2024 for the logging season of 1912-13, nor for the logging season 1913-14 and that William Hayden, the scaler for the district in which these lands are situated, had made no return of lumber cut on these lands.

The lands covered by the license held by Mr. Stewart are three and a half miles in extent and cover a number of lots. The lands are bounded westwardly by the Miramichi or Bathurst Road and eastwardly, roughly speaking, by the Bass River. They are situated about four miles from the Town of Bathurst and the Carleton Place Railway runs to the northward of the tract.

On the 27th of April, A. D. 1915, William Hayden made a report with respect to these lands to Mr. Loggie, which report is as follows: "Your two letters of the 20th March and the 23rd instant respectively regarding sleepers cut on the license held by A. J. H. Stewart on Bass River were duly received. On receipt of your letter of the 20th March I made a special visit to Bass River with a view of looking carefully into the matter and I beg to report that I failed to find any sleepers cut this winter from the license held by A. J. H. Stewart on Bass River, neither could I find out that there had been any cut this past winter, nor last winter, from the said license, and if I had found any lumber cut from said license I would certainly have made a due return of it to your department."

William H. O'Brien, the witness whom I examined before me, stated that he had worked on the lands at Bass River on Lot 13 for Freeman Goodwin, cutting saw logs in the fall of the year 1913. Between 75,000 and 100,000 feet cut I had considerable difficulty in getting any definite information from O'Brien, but he finally admitted that he cut between 75,000 and 100,000 superficial feet and that he worked on the land about two months, the trees cut by him being principally pine and fir.

During the time he was cutting on these lands O'Brien saw nothing of William Hayden, the scaler. O'Brien also stated that sleepers were cut on the lands held by Mr. Stewart during the winter of 1912-13 along the Miramichi Road and all over the ground. In the year 1912-13, O'Brien was keeping count of the sleepers cut on these lands by Mr. A. J. H. Stewart and there were some twelve men who were employed in cutting sleepers on these

particular lands while O'Brien was acting for Mr. Stewart.  
I could not get any definite idea from O'Brien as to the number of sleepers cut on these lands in 1912-13.

Two witnesses, namely, Albert Doucet and Moss Couture, who cut sleepers on these lands, were examined.  
Albert Doucet also cut ties on the same lands in the winter of 1912-13 for Mr. Stewart and he cut about 400 sleepers, and other persons were working on these same lands cutting sleepers for Mr. Stewart at the same time.

I had some difficulty in ascertaining just how many sleepers were cut on the lands in question for Mr. Stewart in the two seasons mentioned above, but according to the evidence the whole tract of land covered by Mr. Stewart's license was gone over and all the sleepers obtainable on these lands were cut.

According to the evidence of Moss Couture, about ten carloads of sleepers were cut each winter on these lands, and this witness says that some cars would hold 400 sleepers and some 500; so that at the lowest calculation, about twenty carloads of sleepers were taken off these lands in the winter of 1912-13 and in the winter of 1913-14 altogether. In my judgment at least 4,500 sleepers were cut on these lands for Mr. Stewart in the season of 1912-13 and at least the same quantity of sleepers were cut on the same lands in the season of 1913-14.

William H. O'Brien admitted cutting at least 75,000 superficial feet of lumber, spruce and pine, on these lands, and he would not admit that he cut more than this quantity, though he would not admit that he cut 100,000 superficial feet.

All the sleepers cut these lands were hauled out to the Carleton Railway by the persons who cut them and loaded on cars and eventually were sold to the Intercolonial Railway by Mr. Stewart.

William Hayden does not seem to have known anything about the operations on these lands, according to his own account, and he does not seem to have ever gone over them lands or made any enquiries as to whether lumber was being cut on them, although the lands were in his district.

Goodwin Also Cut Sleepers.  
Mr. Stewart in giving evidence before me admitted that sleepers were cut on these lands for him. He also stated that he gave Freeman Goodwin authority to cut logs on part of these lands and that Goodwin also cut sleepers for him in 1913-14. Mr. Stewart claimed that Goodwin was to pay the stumpage on logs cut by him, but there is no evidence that Goodwin ever paid any stumpage.

Mr. Stewart said he could not tell how many sleepers were cut on these lands in 1912-13, but the sleepers cut were sold by him to the Intercolonial Railway. According to the evidence given before me as to the cutting on these lands in 1912-13 all the lands covered by the license held by Stewart were cut over very thoroughly, the cutting extending up to the Miramichi Road on the west and to what are called the Harris lots on the east. This work occupied some two or three months each winter and it seems very strange to me that none of this cutting ever came under the notice of William Hayden, the scaler for the district in which these lands are situated.

In his evidence, Hayden stated that he went out to the Miramichi Road on his usual trips, but he never noticed any sleepers being hauled. He never went on the lands in question and does not seem to have made any enquiries with respect to lumber being cut on these lands.

Hayden says he understood that Freeman Goodwin was cutting, but heard he was on granted land.  
Mr. Stewart's operations on the lands in question were not very extensive and the amount of stumpage

which he should have paid to the Crown is not very large and would probably not exceed the sum of four or five hundred. The attitude taken by Mr. Stewart with respect to this matter of cutting on Crown Lands is apparently that it is the duty of the officers of the Crown to find out if anyone is cutting on Crown Land and to collect the proper stumpage therefor and that there is no obligation upon him as a licensee to inform the Crown officers as to his operations, or to trouble himself in any way as to the payment of stumpage.

It is very unfortunate, in my judgment, that a public representative should take this ground with respect to the matter under discussion. If an elected representative of the people—one who actually takes part in the framing of the laws passed for the protection of property belonging to the Province—takes the ground that timber belonging to the Crown is fair game and that anyone cutting on Crown land under a license is under no obligation whatever to pay stumpage unless caught red-handed and compelled to pay by the Crown officers, one can hardly expect that other operators on Crown Lands will not follow the example set them.

If, however, everyone operating on Crown land in this Province under a lumber license acts on the same principle as followed by Mr. Stewart, the task of the official whose duty it is to see that the law regulating lumber operations on Crown Lands is enforced and the proper amount of stumpage collected from the operators will indeed be a difficult one.

### NEPISQUIT BRIDGE.

Claim in Connection With Another Bridge Settled and Charged to This Account.

Nepisquit Steel Bridge, Bathurst, Gloucester Co., N. B.  
It appears from the examination of the witnesses who gave evidence as to this matter that on the 29th day of August, A. D. 1910, cheque No. 3838 was issued by the Department of Public Works for the Province in favor of Frank Robinson for \$25. This cheque is endorsed as follows:

"Frank X Robinson" mark  
"Witness A. J. H. Stewart."

The voucher accompanying this cheque is an account for twenty-five yards of stone at \$1.00 per yard, dated May 3rd, 1910, and was made out by Mr. Stewart in the name of Frank Robinson and signed and sent in by Valentine Robichaud, superintendent, in connection with his returns for work done in the year 1910.

Frank Robinson on his examination stated that he never supplied any stone whatever for the Nepisquit steel bridge at any time, but that he got the amount of \$25.00 from Mr. A. J. H. Stewart. Robinson's explanation of the matter was that he had a claim for damages done to his land near the Denney bridge in the County of Gloucester, and for stone hauled off his land and used for the Denney bridge. This stone was removed without his permission, as claimed by Robinson, and he stated that his claim for damages done to his land near the Denney bridge in the County of Gloucester, and for stone hauled off his land and used for the Denney bridge, was one hundred dollars, but he eventually settled the matter with Mr. Stewart and Mr. Stewart paid him \$25.00 in settlement of his claim. Mr. Stewart eventually recouped himself for this expenditure by putting in an account in the name of Frank Robinson for twenty-five dollars for stone supplied to the Nepisquit steel bridge and a cheque was afterwards issued for this amount in favor of Frank Robinson.

It appears that Frank Robinson never endorsed the cheque himself but for some reason best known to himself Mr. Stewart endorsed the cheque as above in the name of Frank Robinson and signed his own name as a witness to the supposed signature of Robinson as a markman, though Robinson is very well able to write and never signs by a cross.

So far as I could discover, Mr. Stewart had no authority to settle this claim of Robinson's for damage done to his land, but took it upon himself to settle the matter with Robinson and afterwards adopted the somewhat singular procedure detailed above in order to get back the money which he had paid to Robinson.

Authorizes an Endorsement.  
Robinson says that he authorized Mr. Stewart to endorse the cheque for \$25.00 when it came. Mr. Stewart admitted the correctness of Robinson's statement as to this cheque and the reason why it was issued and stated that he endorsed the cheque and cashed it.

It seems to me it would have been very much better if Mr. Stewart had referred this matter to the Department of Public Works for settlement or had obtained some authority from the department to settle the claim. Instead of taking upon himself to settle the claim without communicating with the department and then adopting the plan detailed above to get back the money, the whole transaction, in my judgment, was very irregular, and I cannot see any reason for Mr. Stewart

interfering with the business of the Department of Public Works and taking upon himself to settle this questionable claim and then putting in a false account for stone that was never delivered in order to get the money.

Valentine Robichaud's Part.

The serious part of it is that Valentine Robichaud, the superintendent in charge of the work done on the Nepisquit steel bridge, was apparently induced by Mr. Stewart to sign the account for \$25.00 put in in the name of Frank Robinson on making his return as to work done on the Nepisquit steel bridge and to make a declaration as to the correctness of his return when both he and Mr. Stewart knew at the time that Frank Robinson had never delivered a single yard of stone to the Nepisquit steel bridge in 1910. The return of the superintendent was made out by Mr. Stewart and was declared to by Robichaud before Mr. Stewart.

In his evidence before me Valentine Robichaud admitted that he did not know that Frank Robinson had hauled any stone to the Nepisquit steel bridge. When asked why he signed the voucher for \$25.00 if Frank Robinson never hauled the stone, he replied that Mr. Stewart said the money was due and that this man Robinson must be paid because he worked for the Government.

Valentine Robichaud claimed before me that Frank Robinson had hauled stone to some other bridge, but the stone did not tell me to what bridge and his evidence as to the particular voucher was confused and contradictory and evasive, and wholly unsatisfactory.

Terms of Settlement Offered.  
Edmund J. Ellis, who was foreman on the Denney bridge, gave some evidence as to this claim of Frank Robinson's for damage. He says that he did some damage to Robinson's field in hauling stone out of it, and that he offered Robinson three dollars for the damage done, but Robinson refused to accept this amount.

It appears that stone was hauled to the Denney bridge by persons living in the neighborhood of their own property. These persons were paid for hauling the stone, but they charged nothing for the stone.

Thomas O'Donnell, who worked on the Denney bridge, stated that Robinson should have been paid some money for the damage done to his property, but that he did not want to be paid for the damage done to his property, and he further stated that the foreman was told by Mrs. Robinson, the wife of Frank Robinson, that it would be all right to haul the stone off his place. This amount involved in this transaction is small, but the whole thing seems to be altogether irregular and unwarranted.

In my opinion Frank Robinson was paid altogether too much by Mr. Stewart for the alleged damage done to his property, which does not seem to have been very serious.

Mr. Stewart had no authority whatever to settle this claim or pay any money to it, and in my judgment should not have interfered in the matter of all except to have referred the claim to the Department of Public Works.

It is extraordinary that Mr. Stewart should have taken the steps he did to repay himself for the amount paid to Frank Robinson and that he should have induced Valentine Robichaud, the superintendent, to declare the correctness of an item in his return, which both of them knew was absolutely without any foundation in fact. If this claim of Robinson's were an honest one it could not have been necessary for Mr. Stewart to fabricate an account and include it in Robichaud's return in order to get back the money he paid to Robinson.

The disclosures made in the course of the inquiries which I have held in the past few months have convinced me that in this and other matters coming under my notice this man Valentine Robichaud was simply a tool in the hands of Stewart. Whatever blame is to be imputed in connection with the charges mentioned above should fall more upon Stewart than upon Robichaud.

RUSSAU-CARIBOU.  
The Work for Which Payment Was Made on This Bridge Performance and No Fraud Discovered.  
Ruissau-Caribou Bridge, Parish of Shippegan, Gloucester County, N. B.  
The charge made, in connection with this matter is that three thousand feet of spruce lumber for which one Pierre F. Boudreau was paid \$42.00 in January, 1914, was never delivered by him to the Ruissau-Caribou Bridge.

This amount of twenty-two dollars was paid by cheque No. 41815, dated January 9th, 1914. The work of repairing the bridge above mentioned was done in 1913 and this lumber was, according to the statement of Decithee Chasson, the foreman in charge of the work, delivered at this bridge and was used in repairing the bridge.

It appears that in the year 1913 Pierre F. Boudreau, under some arrangement made by him with Mr. Martin F. Robichaud, one of the representatives of the County of Gloucester, shipped a quantity of spruce logs or timber to Shippegan, in the County of Gloucester, by railway, billed to Mr. Martin Robichaud.

In October, 1913, one Theophile Robichaud, who was foreman under Mr. Geoffrey Stead, District Engineer at Clarendon for the Public Works Department of the Dominion of Canada, acting under instructions from Mr. Stead, procured from Pierre F. Boudreau about one hundred and twenty pieces

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### Local Items

**ACKNOWLEDGEMENT**  
The officers of A. Co. 182nd Reg. to acknowledge receipt of the flag from the Rev. Hugh Miller.

**BORN**  
At Point Pleasant on Dec. 2, Mr. and Mrs. J. A. Cravell, a son.

**SPECIAL PRAYER**  
Sunday, January 2, has been set apart as a day of special prayer for the Canadian soldiers in the hands of the Great British Empire in the war. A daily devotion was issued a year ago.

**SOLDIERS PROMOTION**  
New Carlisle, Dec. 29th.—Very pleased to hear that one soldiers, Pte. Claude W. Hall, v. listed with the 64th Battalion three months ago, but who has been transferred to the 104th Bn. has been promoted to the rank of Lance-Corporal.

**INCORPORATION**  
Fredericton, Dec. 28.—Letter of incorporation have been sent to A. C. Roy, A. G. Bellet, Margaret M. Roy, Mrs. Armstrong, and C. N. Roy, all of Carleton Place, as Maritime Automobile Co., Limited. The capital is \$5,000.

**FOR BOYS AT FRONT**  
Ottawa, Dec. 28.—Large quantities of farrigans, a type of shoe made in the maritime provinces, are sent to the Canadians at the front. They are well adapted to the damp conditions of the trenches, warm as well as waterproof.

**DEATH AT ATROL**  
The death of Mr. William Johnson, a former resident of St. John, occurred on Christmas Eve at Atrol, where he had made his home for years. He leaves his wife and eight children; also one brother, Mr. St. John, and one sister, Mrs. Nash of Revere, Mass. He died on Sunday from the effects of a heart attack.

**PROFESSIONAL**  
Dr. A. Pierre Crocker, eye, ear and throat specialist, of St. John, is at the Waverley Hotel, Campbellton, Friday, Jan. 27th, when he will be consulted professionally. Dec. 30-31.

**SPECIAL LICENSE**  
A special non-resident license hunting deer and birds, to sell in suggestion a committee of New Brunswick Guides' Assoc. will make for the Provincial Government. This decision was reached at a recent meeting of the Association.

**NARROW SHAVE**  
Last Wednesday when the was in full swing at the station, a man was thrown off the train while he was stepping off the car. He, however, struck the ground and just glanced from his car, injuring him.

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