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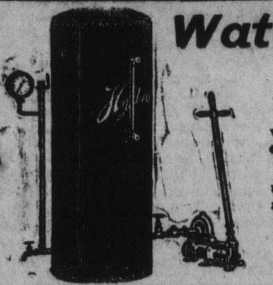
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# MARTELLO HOTEL SALE IS VENTILATED IN COURT; AN INTERESTING CIRCUIT CASE

**Suit of Brannan vs. Scully Before Mr. Justice Chandler—Plaintiff Suing To Recover Money Alleged To Have Been Paid To W. F. Scully, "For Political Purposes" and Which Defendant Retained—Mr. Scully Denies Allegation and Says Payments Were Made As Gift For Services—An "Ice Bill" For Which There Was No "Ice."**

Interesting details of the manner in which the sale of the Martello Hotel property, West St. John, was negotiated with Hon. William Pugsley, Minister of Public Works in the Laurier government, were brought out yesterday afternoon during the trial in the Circuit Court of the case of Brannan vs. Scully et al before Mr. Justice Chandler.

The property in question was owned by George F. and Charles H. Brannan, brothers, and in 1911 was under lease to the Dominion government for use as a detention hospital. The owners desired to sell the property and the sale was negotiated through William E. Scully, a prominent Liberal of the West Side. The evidence of yesterday afternoon was particularly interesting as allegations of a contribution to a campaign were made by the plaintiff, and as promptly denied by Mr. Scully. Mr. Brannan and Mr. Scully were the only witnesses examined yesterday.

Mr. Scully being on the stand when court adjourned. This morning he will be cross-examined by Dr. J. B. M. Baxter, K. C.

Dr. J. B. M. Baxter, K. C., and Francis Kerr appeared for the plaintiff, and J. A. Barry for the defendant. Mr. Kerr in stating the bill of particulars said that the suit was one in which the plaintiff was George F. Brannan and the defendants William E. Scully, Charles H. Brannan and the Union Ice Company. In 1911 the plaintiff and his brother owned the building in West St. John known as the Martello Hotel. They disposed of the property to the federal government through W. E. Scully. The price obtained was \$20,000 and for negotiating the sale Mr. Scully was to receive a commission of \$500 that was paid in the form of a bill of exchange.

After the sale was made the Union Ice Company drew on Mr. George Brannan for \$1,000 which draft was paid by cheque through the North End branch of the Bank of New Brunswick. The original arrangement was that George F. Brannan and C. H. Brannan should each pay W. E. Scully \$500 and that an extra \$1,000 should be paid to him by the brothers, to be used for political campaign funds in the interests of the Liberal party. Later, George F. Brannan said to his brother he did not think the second \$1,000 had gone where it was supposed to, and the brother replied that he had made but the one payment of \$500. George F. Brannan now claims that he paid the full \$1,000 but that W. E. Scully kept the \$500 and used it for campaign purposes and did not pass it along.

In January last, plaintiff's solicitor wrote to Mr. Scully asking for the \$1,000. Mr. Scully called on plaintiff, admitted that he had kept the whole sum and offered Mr. Brannan a note for the \$500 that was supposed to have been a campaign contribution. Plaintiff referred Mr. Scully to his solicitor but as Mr. Scully did not call on the solicitor or make any arrangement action was brought to recover.

Mr. Justice Chandler—"Do you base your action on a charge of fraud or misrepresentation?"  
Mr. Kerr—"The money intended as a political contribution was not handed to where it should go."  
Mr. Baxter—"We contend it is our money as it was not turned over for the purpose for which it was paid."

Mr. Justice Chandler—"If I am not mistaken there is a decision of the Supreme Court of Canada providing that any money contributed, (in this case to secure a position in the government service), is guilty of a criminal offence."  
The Plaintiff Sworn.  
The plaintiff, George F. Brannan, was then sworn and said that in 1911 the Martello Hotel, owned by him and his brother, was under lease to the federal government for use as a detention hospital. Witness said his brother wanted to sell it and they took the sale up with Mr. Scully. This was early in 1911 and the conversation between them took place in the office of the Union Ice Co. in West St. John. Mr. Scully, witness and witness' brother were present. They talked the matter over and decided that \$20,000 was a fair price for the property. If Scully could put the sale through with the government and used his influence to go so witness and his brother agreed.

Mr. and Mrs. Samuel Myles Crawford, Lakeside, announce the engagement of their daughter Clendon Valentine, to Mr. Frederick William Simmons, of St. John. The marriage to take place in September.  
Miss Thomas and Miss M. McElroy, of Sussex, are the guests of Mrs. J. Theo. Shaw, 295 Germain street, at her summer residence at Glen Falls.

**DIED OF SUNSTROKE**  
The remains of Robert A. Robinson, Harcourt, N. B., passed through the city yesterday, escorted by Mrs. E. W. Graves of Waltham, Mass.  
The late Mr. Robinson died a few days ago in Ipswich, Mass., from the effects of a sunstroke.

to pay \$500 each. The influence was to be used with the Public Works Department of Canada and Mr. Scully was to do what he could with Hon. William Pugsley, then, Minister of Public Works. Nothing was said at that time about any further amount going to Mr. Scully.

Mr. Scully carried on negotiations with the government in connection with the purchase of the building and about eight or ten weeks after that witness, his brother and Mr. Scully had a conversation on Chubb's corner, so-called. They talked about the sale of the property and someone, witness was practically sure it was Mr. Scully, said there was someone else who would expect something. Witness asked who that someone else was and Mr. Scully replied, "The Minister of Public Works."

After Mr. Scully had left witness and his brother they talked the matter over and agreed that they would pay the "someone else" the same amount as was paid to Mr. Scully. Witness said: "This is a delicate matter and will have to be handled carefully," to which witness' brother replied that Mr. Scully will attend to that.

Eventually the sale was made and before the general election of 1911 the government paid a part of the money. The remainder was paid in March, 1912. As soon as Mr. Scully knew witness had received his share of the money he made a draft in the name of the Union Ice Company on witness for \$1,000 and attached to the draft was a bill for "eight hundred tons of ice, stored in shed, at \$1.25 per ton, \$1,000." Draft, bill and cheque were put in evidence.

Witness never got the ice and knew nothing about such a transaction with the Union Ice Company. He owed the Union Ice Company no bill. The transaction had in connection with the sale of the Martello Hotel was with Mr. Scully and for that he was to pay Scully \$500 with \$500 more for political purposes. Witness would not suggest that Hon. William Pugsley was to get the \$500 or knew that sum was involved in the transaction, but Mr. Scully told him that the Minister of Public Works must be "remembered."

On January 8th last Mr. Scully came to witness' home and said he had received a letter from Mr. Kerr. His first was to get the letter sent the letter said that Mr. Scully then told witness he had kept the \$500 which "I understood should have gone to the Minister of Public Works." Scully said he had no money but if witness thought he (Scully) owed witness \$500 he would give him a three months note in settlement. Witness then told Mr. Scully that any arrangement would have to be made with his solicitor, Mr. Kerr.

Witness had frequently asked his brother whether he thought that the money for political purposes had gone where it was supposed to go and witness' brother replied that he had paid \$500 and then stopped. That started the trouble.

To Mr. Barry in cross-examination witness said he had offered the hotel property to Mr. Scully for \$17,000 cash. He did not remember Mr. Scully saying he would turn the property over to the government at whatever price they agreed upon that was satisfactory to the government and that if witness desired he could reconvey it to Scully. To the best of his judgment and knowledge Mr. Scully told him that the Minister of Public Works would have to be remembered. Witness certainly believed that \$1,000 of the \$2,000 supposed to have been paid to Mr. Scully was to go to the Minister of Public Works. He and his brother, or first agreed to give Mr. Scully \$500 each if the sale went through. Later he agreed with his brother to pay a second \$500 each to go to the Minister of Public Works. Witness said \$1,000 in all and Mr. Scully told him in January he had retained it all. He had never bought 800 tons of ice from the Union Ice Company. Witness thought he waited a reasonable time for his money, but finally decided to take action to recover it because if he had waited longer the account would have been outstanding. Scully told him his brother, C. H. Brannan, had paid the first \$500 but would not pay more. Prior to bringing action witness had never asked Mr. Scully to pay back one dollar.

Mr. Barry—"Why didn't you go to Mr. Pugsley about it?"  
Witness—"I went to someone pretty close to him."

Mr. Barry—"Never mind that; why didn't you go to Mr. Pugsley?"  
Witness—"I did not want to."  
Witness said he did not tell Scully he was going to make him a present of \$1,000. He would positively swear that in January last Mr. Scully offered him a three months note for \$500 to settle the matter. His wife and daughter, who were in his house at the time, could prove it, but he did not think Mr. Scully would deny it. Witness was not dissatisfied with the payment of \$500 to Mr. Scully but he did object to the \$500 for political purposes as he did not believe it had gone where it should have gone. The whole sum to go to the Minister of Public Works was \$1,000 but witness' brother did not pay his share.

This completed Mr. Brannan's evidence and Dr. Baxter stated that the plaintiff rested his case there.  
W. E. Scully.  
For the defence Mr. Barry called W. E. Scully who said he was president and manager of the Union Ice Company and in 1911 was secretary-treasurer of that company. He knew that in 1911 Messrs. George F. and C. H. Brannan were owners of an equity in the Martello Hotel and that their father, the late Captain Brannan, held a \$5,000 mortgage on it. In that year the property was under lease to the Dominion government. The lease was for five years and the government had an option to buy at \$10,000 and if they

did not care to buy could return the property in good order at the expiry of their lease. Witness received a letter from the Public Works Department in regard to the property which he showed to the Messrs. Brannan and said they wanted to sell. He advised them to fix a price lower than that named in the option. George Brannan asked witness to take the property at \$17,000 and make what he could on it. Witness refused, saying he would turn the property over to the government at whatever price agreed upon and if they wanted to do anything for him after the transaction was completed they could do so.

The Messrs. Brannan agreed to accept \$20,000 for the property and gave a ten days' option at that price. Later witness received another letter from Hon. William Pugsley asking for an extension of the option as it would not be possible to get the sum in the estimates in ten days. The Messrs. Brannan came to witness' office and agreed to extend the option until June 1st, 1911. While witness was writing out extended option C. H. Brannan said: "If this thing goes through I am going to give Billy \$500." George Brannan said "let us give him \$1,000 each."

Witness sent the option to Ottawa, and was later informed that the vote of \$20,000 for the property would be placed in the estimates for the year, the property to be used as a Detention Hospital.

In July, 1911, it was decided that five-twelfths of the estimates should go to the people. In September of the same year the property was held and the government defeated. About a week after the election C. H. Brannan came to witness' office and said he had been thinking about the purchase of the Martello Hotel and that it was

suggested that witness should go to Ottawa and see what could be done. Witness went to Ottawa and in an interview with officials of the Justice Department was informed that the government would forward five-twelfths of the purchase price, providing the title to the property was good. The Laurier government was still in office at that time. Witness notified the Messrs. Brannan of the arrangement and went from Ottawa to Boston before returning to St. John. When he got back home he found that the Brannans had received the five-twelfths of the purchase price. C. H. Brannan paid witness \$38.10, the cost of the railway fare on the expense of his trip to Ottawa. George Brannan later said, "We are going to give you \$1,000 each."

Early the following year the remainder of the purchase price for the Martello Hotel was forwarded from Ottawa to the Brannans. Witness then found that the bank account of the Union Ice Company was overdrawn and on discussing with his son where he could raise some money to make up the overdraft his son advised him to draw on George Brannan. He telephoned George Brannan and asked permission to draw on him, and Brannan said, "sure, I was coming over to see you anyway."

This draft was sent with the draft and a few days later George Brannan came into witness' office and remarked that he had paid the draft and that the bank manager had asked what he intended to do with all the ice? On March 26, 1912, C. H. Brannan paid him \$500 and witness remarked that he had received \$1,000 from George Brannan. C. H. Brannan said his father's estate was tied up at the time and the \$500 was all he could pay. Witness took the money and that was all he got.

In May, 1912, witness accompanied the Brannans on a visit to their farm in Queens county, where they spent a week fishing. They were all good friends.  
Prior to the letter from Mr. Kerr, George Brannan had never asked witness for money, and witness never suspected that George Brannan thought there was anything wrong about the hotel transaction. The letter was dated January 8th, 1913 and was a receipt of it witness went to Brannan's house to see about it. As they had always been good friends witness expected a courteous reception, but on entering the house George Brannan said to him: "It is pretty damned near time you came to see me." Witness said: "What about?" and Brannan replied, "That \$500 of mine." Brannan then said that his brother C. H. Brannan had never paid a cent of the \$500 and that it was

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\$500 and George F. \$1,000. Brannan then asked why he should pay more, and witness replied: "Because you were more generous than he was." Witness did not offer to give George Brannan a three months' note to settle the claim.

Witness also denied that any mention was ever made of a political contribution, or that he had said the Minister of Public Works would have to be "remembered." Mr. Pugsley's name was never mentioned, and no contribution to him was even hinted at. Any statement to the contrary was untrue. George Brannan never asked him whether any of the money went to a political fund or to the Minister of Public Works. Witness never claimed to possess influence with Mr. Pugsley, and never concocted a scheme to sell the Brannan property. The money he received from George Brannan he loaned to the Union Ice Company and the company paid him interest for the use of it and later repaid the principal. Up to the time of receiving the Kerr letter George Brannan had never asked him for the return of any money, and the letter came to him like "a thunder-bolt from a clear sky." Witness had no recollection of any conversation with George and C. H. Brannan at Chubb's Corner, in which it was remarked that the Minister of Public Works had to be remembered. Witness never made such a statement to any one in connection with the sale of the Martello Hotel.

This completed Mr. Barry's examination and Mr. Justice Chandler adjourned court until this morning at ten o'clock when Dr. Baxter will commence the cross-examination.

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