

# E. R. TEED TELLS ROYAL COMMISSION OF HIS CONNECTION WITH THE FUND

Not a dollar spent for personal purposes — Gives evidence of investments and of receiving and handling money—Now in safety deposit box.

(Continued from page 1)

## Morning Charges.

When the enquiry was resumed at ten o'clock yesterday morning Premier Fleming was in court and was represented by Messrs. M. G. Teed, K. C., George W. Fowler, K. C., M. P., T. J. Carter, K. C., and J. A. Barry. For the other side Messrs. F. B. Carvell, M. P., J. M. Stevens, K. C., and P. J. Hughes appeared.

Mr. Carvell—I have asked the secretary this morning for the evidence in the timber charges and he has said that he has received no copies from the stenographer. Might I ask why this is?

The stenographer explained that he had understood that the counsel were not in a hurry for the copy, and he had been busy with other matters. He would have the copies ready as soon as possible.

Mr. Carvell said he understood that the stenographer was busy, and he would not press the matter unduly.

John E. Moore.

John E. Moore was then called to the stand. He said he was the holder of about twenty-three miles of Crown timber lands but seventy-three and a half square miles were controlled by himself associated with others. He had renewed the licenses in 1913, paying \$75 per square mile. He had received a draft for \$4,500 and had given the funds to Mr. Berry. Witness had endorsed another check for \$3,250 and gave it to Mr. Jones, who gave it to Berry. Another draft for \$5,000 had been received and cashed and the money given to Mr. Berry. He had received no instructions in regard to what the \$5,000 was for. He had heard that lumbermen were contributing to a fund but he did not know the amounts. Berry had told him that \$20,000 from Stelson, Cutler and Co., had been paid to Mr. Teed.

James A. Rundle.

James A. Rundle was next on the stand. He was a lumberman and resided in Newcastle. He held 55 1/2 miles in his own right and 10 miles in conjunction with pulp interests. He had been renewed in 1913 and all had been classified at \$75 per mile. He also paid \$15 a mile to Mr. Brankley. He was to be paid into the government and that Berry had orders from the Surveyor General. He had paid over \$832.50, thinking it a regular payment.

C. L. Fenderson.

Examined by Mr. Carvell, the next witness, gave his name as C. L. Fenderson, a member of the Lousin Lumber Company and John Fenderson Lumber Company. The Lousin Lumber Company had about 133 miles of Crown lands in its own name and about 16 jointly with the Bathurst Lumber Co. Witness had had several talks with Berry and it had been intimated that the time was ripe for the collection of a fund for political purposes. Witness finally decided to pay the money over at the rate of \$15 per mile in addition to the regular license fee.

E. R. Teed.

E. R. Teed, Woodstock, was examined by Mr. Stevens. He said he had known Mr. Fleming for about thirty years. He had known Mr. Berry for about ten years. He met Mr. Brankley in connection with the transactions already referred to.

Q—Where did you first meet him?  
A—He said in his evidence it was in Premier Fleming's room at the Barker House, and he presumed this is true, but I do not remember definitely what room it was in.

Q—Who else was present?  
A—My recollection of the meeting is very vague, but I presume Mr. Brankley's version of the story is correct.

Q—At that interview Mr. Fleming was present?  
A—Yes.

Q—Where you alone with Mr. Fleming when Mr. Berry arrived?  
A—I do not remember that.

Q—Who did Mr. Brankley come with?  
A—I have no recollection of the matter.

Q—Do you remember the conversation?  
A—No.

Q—Do you remember Mr. Fleming saying to Mr. Brankley, "Whatever Mr. Berry tells you about Mr. Teed is all right."  
A—He may have said it. I don't remember.

Q—How long did Mr. Fleming remain?  
A—I don't remember. The particulars of that meeting are very vague in my mind. Ever since I heard Mr. Brankley's evidence I've been trying to get that meeting straightened out in my mind, but have been unable to do so.

Mr. Stevens—I'm somewhat disappointed in you.

Mr. Fowler—I think the witness is acting very fairly. Only one man in a thousand would recollect a matter of that sort. Perhaps remarkable men like Mr. Carvell and Mr. Stevens might.

Witness continued that he had gathered as a result of the meeting that he was to go to Mr. Brankley's town to get some money.

Q—What do you know about the transactions?  
A—At a previous time I understood from Mr. Fleming that he had been informed by Mr. Berry that the lumbermen were arranging a fund for the benefit of the party; that he told Mr. Berry that being an officer of the Crown he must not in any way touch the matter, but that he would see that the best man took charge of the matter. He then asked me to receive the funds.

Q—Was that the first occasion it was discussed with Mr. Fleming?  
A—I think it was the only occasion.

Q—Why did you go to the Barker House?  
A—At Mr. Berry's request.

Witness had no discussion with Mr. Berry about the matter at that time. He did not know who originated the

scheme for this fund. It was in consequence of Mr. Fleming's request he took charge of it.

Witness told of going to Newcastle where he was given a package containing \$14,740 in cash. Witness could not remember the names of the people he had been told had contributed to the fund.

Witness said he did not keep in touch with Mr. Berry as to who were being asked to pay. He did not suggest who should be asked. The first intimation of the creation of the fund came from Mr. Fleming.

Q—What did you do with the \$14,740?  
A—I brought it to St. John and put it in a safety deposit vault in the Royal Bank.

Q—Did he tell you where to put it?  
A—No.

Q—What other money did you receive?  
A—When we left Newcastle, Mr. Brankley said there would be more payments. Later, I met him at St. John and he gave me \$22,200.

Q—Did he tell you the source of this amount?  
A—I think he did. I think he said it was the McLean and Snowball money, but I'm not sure.

Q—What else took place at that interview?  
A—I told Mr. Brankley he had better take \$200 for himself. He did not take it.

Q—Did he take it?  
A—Yes.

Q—By what authority did you do this?  
A—None but my own.

Q—Did you tell Mr. Fleming about it?  
A—I don't remember doing so.

The court then adjourned until afternoon.

## Afternoon Session.

When the enquiry resumed after lunch the examination of Mr. Teed was continued. Mr. Stephens questioned him in reference to the disposition of the money which he received from Mr. Berry.

Before the taking of evidence Mr. Fowler suggested that the enquiry adjourn for one hour out of respect for Police Officer Frank O'Leary, whose funeral was in progress about that time.

Mr. McKeown said the court would suspend proceedings while the funeral passed the court house but he did not think it advisable to adjourn for an hour.

Mr. Carvell then said that several bank managers had been subpoenaed to attend but he did not know that he would require them. He did not want to call bank managers and put them to the trouble of bringing their books to court if he could get along without them.

Mr. Teed was then recalled. To Mr. Stevens he said he was introduced to Senator Jones by the Partington Pulp and Paper Company. Mr. Berry made the introduction. Witness went with Mr. Berry to see Senator Jones and his reason for doing so was that if Mr. Jones concluded to close up his part of the matter witness could take over the money and thus close his end of it. He thought he made three trips to see Senator Jones but the first time did not see him. From Mr. Berry's witness learned that Mr. Jones said he had certain arrangements to make and certain matters to clear up before he could make the payment. Mr. Berry had also told him in round figures about what Mr. Jones would pay and witness said he did not want the money paid directly to himself. He was not present when Mr. Jones actually did pay the money. Some time elapsed between the last occasion on which he had seen Mr. Jones and the time he received the money. He did not know just the date but it was well along in the summer, cool enough for an overcoat.

Mr. Stevens asked if witness in the meantime had returned to Woodstock and consulted with Mr. Fleming. Mr. Teed replied that he had made several visits to Woodstock and had seen Mr. Fleming several times. He had conversation with him. Asked if he had mentioned to Mr. Fleming regarding the amounts he had received from Mr. Berry, Mr. Teed replied: "I had charge of this proposition and the only information Mr. Fleming would have from me in connection with it would be that on occasions when I was with him I might mention something about it."

Mr. Carvell—"And did you mention the amounts?"  
Mr. Teed—"No."

Continuing witness said that Mr. Fleming knew he was looking after it and would complete it. Mr. Fleming never knew of amounts from Mr. Berry. He might have told Mr. Fleming that the Jones matter had not been completed.

## No Connection.

Mr. Stevens—"Did you not at one time have a conference with Mr. McLean of the Bathurst Lumber Company in the residence of the manager of the Bank of Montreal at Bathurst?"  
Mr. Teed—"Yes."

Mr. Stevens—"When was that?"  
Mr. Teed—"It was in the winter."

Mr. Stevens—"Was it before the money was paid?"  
Mr. Teed—"It had no connection with this matter at all. It was a matter which Mr. McLean wished to discuss with me that the government would be interested in. It related to crown lands and other things."

Mr. M. G. Teed objected to the line of examination. It was not shown that the matters which witness and Mr. McLean discussed had to do with the case and there was no reason why the matter should be brought out.

Mr. Carvell—"We can show that the result of this interview played a part in the later developments of the case."

The question was allowed and Mr. Teed said the conference took place a year ago last winter. It was in connection with a proposal of Mr. McLean to erect a pulp mill, but he held that before he could invest a large sum of money in a pulp mill there should be some change in the regulations affecting

ing crown lands. Mr. McLean merely asked to have the matter taken up with the proper authorities. Witness later took it up with Mr. Fleming as minister of lands and mines, but if there was any result he did not know of it. He remembered no subsequent interview with Mr. McLean had paid more money. Mr. Berry did not tell him of any amount paid direct.

He did not know of any payment by Mr. Beattie but he was taken ill with typhoid fever on January 29th and got up on March 14th. After the charges had been laid and after he had recovered from his illness Mr. Berry came to his house and said he had some money he wished him to take charge of. He did not know how much or who it was from.

## Conversation With Berry

Witness had another conversation with Mr. Berry on last Sunday night. He was in bed when his telephone rang and he was told long distance wanted him. Mr. Berry was on the other end of the line and said he was telephoning from Calais. Berry asked him to come to Calais and talk the case over as he said he had only heard

one side of it and would like to hear the other. Witness refused to go saying that he could not think of it as he would be misunderstood no matter what action he took in the matter. He had had no other communication with Mr. Berry previous to that, did not know he was leaving the province or where he was going.

Mr. Stevens—"How much money found its way into your hands?"  
Mr. Teed—"\$45,166."

## Stock Purchases

Continuing he said he put the money in a safety deposit box in the Royal Bank at St. John in his own name. The whole of it was there perhaps a month. Then he took it out and invested it in stocks, bonds and special deposit receipts. The fund was always intact in one form or another. Witness had used part of the money to buy stocks through J. M. Robinson & Co. These purchases had been made at different times.

Mr. Stevens was proceeding to ask witness for details of each purchase when Mr. Fowler objected on the ground that as the fund was kept intact and is now intact the matters concerning what had been done with it

or how it had been invested were not material unless it could be shown that members of the government had had it. So far as his client was concerned he wanted to have everything shown but did not see that the time of the commission should be taken to trace the money every day since its collection.

Mr. Fisher said it could not do any harm as in a sense this was a public trust.

Mr. Fowler—"It was in no sense a public trust, although it might have been a party trust."

Mr. Carvell—"A party trust?"  
Mr. Fowler—"Yes, you've had your share of your own party trust, and it was a bigger trust than this."

Mr. Fisher thought everything should come out. The question was allowed and Mr. Teed said it was his desire to keep the fund intact. He had bought from J. M. Robinson & Co. fifty shares of Southern Pacific stock, forty-five shares of Brazilian, and fifty shares of Detroit United. He also bought from the Eastern Securities Company sixty-eight shares of Maine and New Brunswick Electric Power. The certificates were issued in each case in witness' name. Witness had sold some of the power stock to the security people but still held fifty-six shares. Witness was then questioned regarding the stock when the hearing took a twenty-minute recess while the funeral of Policeman O'Leary passed the court house.

The examination of E. R. Teed was continued after recess. Witness explained that he had placed the fund

in the safety deposit and about a month later he drew out enough to pay Mr. Fleming for 83 shares in the Maine and New Brunswick Electric Co. He bought and paid for these shares and placed them in the safety deposit vault with the rest of the fund. The dividends went to Mr. Fleming but he paid them over to witness. These certificates were kept until about a week ago when they were sold but they were not sold to Mr. Fleming or any member of the legislature. There was a profit of something like \$420 on the transaction.

No one else but witness had access to the safety deposit vault excepting when he was taken sick with typhoid fever, then he had told his wife that he had the keys and that Mr. Fleming would arrange affairs. Witness could not say for sure whether he or his wife gave the keys to the vault to Mr. Fleming, who retained them until witness recovered when they were returned.

Mr. Stevens—"Have you a regular solicitor?"  
Mr. Teed—"You are as regular as any I ever had."

In reply to a question witness said that Mr. Fleming had approved of some transactions although he did not know of everything that transpired. Mr. Fleming did not know how much money there was in the fund.

In reply to a commissioner Mr. Teed said that he had sold some stock certificates to the Eastern Securities Co. of St. John.

As far as the safety deposit vault

was concerned there was no account in it excepting a slip showing what had been received and in what shape it was in. There was nothing to indicate what was to be done with the money. Up to the time the charges were made he believed that only he and Mr. Fleming knew what the fund was for.

Out of the fund \$15,000 had been loaned to Fleming Gibson Co., Ltd., on the company's note. The note he thought was a demand note. The first payment on the note had been made soon after March 17 and some of the amount had been paid since the charges were made in the legislature. He could not tell from memory when the payments were made nor the amounts. All payments were endorsed on the back of the note. Interest had been paid on the amount.

The earnings from the stock he held were deposited in a special account but after the charges were made he deposited all the money of the fund in the Bank of Nova Scotia. As far as the earnings were concerned they were used in the interest of the party.

In answer to Mr. Carvell witness said the party he referred to was the local government party.

The enquiry then adjourned to meet at ten o'clock this morning.

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Rompers and Washable Blouses at big reductions.

## All the La

### WALL STREET SHAKY WILL AGAIN YESTERDAY ANTI-

Market on verge of demoralization at times — New Haven storm centre — C.P.R. under fire.

New York, July 15.—Unsettled which at times verged on demoralization, yesterday's stock market. New Haven was again the storm centre, declining five and three-quarters points on steady offerings, individual small, but in the aggregate large enough to make that stock the most active of the day.

The nature of the selling and the fact that much of it emanated from Boston and other New England points suggested further liquidation on the part of small shareholders who had become utterly discouraged as a result of the findings of the Interstate Commerce Commission. New Haven shares dropped six and a half points, and the four and a half of the New York, Westchester and Boston, under New Haven's guarantee, were again weak with a loss of two points.

Virtually the only issue that manifested pronounced resistance in the course of the feverish session was Union Pacific, which made a substantial gain on the decision of the court upholding the disbursement of the "extra dividend" to common shareholders. For the same reason Baltimore & Ohio common and preferred, which constitute the great bulk of the Union Pacific dividend, were weak.

Canadian Pacific was again under fire of foreign selling, declining to its lowest price in many years. This stock and others of the market leaders were sold by London and the continent to the extent of about forty thousand shares.

It was not until the latter part of the day that the general recession set in beginning with New York Central, which abruptly declined on what appeared to be bear selling. That stock also recorded its lowest price in years.

The bond market naturally reflected the weakness in stocks, with new records of a few of the speculative issues. Total sales, par value, \$2,025,000.

United States bonds were unchanged on call.

### THE DAY'S SALES ON MONTREAL EXCHANGE

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**Morning Sales.**  
Crown Reserve, 2,100 @ 118, 500 @ 119, 1,725 @ 118.  
Cement Pfd., 41 @ 96.  
Dominion Bridge, 5 @ 109.  
C. P. R., 25 @ 186, 50 @ 186 1/2, 50 @ 186 1/2, 125 @ 186, 25 @ 185, 20 @ 184 7/8, 40 @ 185, 10 @ 185 1/2, 25 @ 184 1/2.  
Detroit Railway, 10 @ 67.  
Textile, 5 @ 69, 85 @ 69 1/2.  
Dominion Steel, 100 @ 21, 2, 23 @ 21 5/8.  
Dominion Iron Pfd., 25 @ 76.  
Mexican, 30 @ 46.  
Montreal Power, 10 @ 23 1/2, 2, 25 @ 23 1/2.  
McDonald, 50 @ 10 1/2.  
Pulp, 51 @ 10 5/8, 51 @ 80.  
Ostville Pfd., 20 @ 114.  
Bell Phone, 10 @ 146.  
Quebec Railway, 50 @ 10 3/4, 25 @ 11, 4 @ 10 1/2.  
Shawinigan, 25 @ 132, 15 @ 181 1/2, Rich, and Ontario, 10 @ 88.  
Canada Steamship Pfd., 25 @ 67 1/2, 100 @ 67 3/4, 25 @ 67 1/2, 25 @ 67, 125 @ 67 1/2, 25 @ 66 3/4, 5 @ 66, 125 @ 66 3/4, 25 @ 66 1/4, 100 @ 66 3/4, Brazilian, 60 @ 1 3/4, 10 @ 72 1/4, 72 @ 72, 5 @ 72 1/4, 35 @ 72, 10 @ 72.  
Winnipeg, 10 @ 190, 10 @ 190 1/2, N. S. Steel Bonds, 4,000 @ 87.  
B. C. Packers, 5 @ 117.  
Ogilvie Bonds "C", 1,000 @ 102 1/2.  
Montreal Power Bonds, 2,000 @ 97.  
Tram Bonds, 2,500 @ 98 3/4.  
Investment Bank of Canada, 34 @ 222.  
Bank of Montreal, 6 @ 234.  
Canadian Bank of Commerce, 5 @ 140 1/2.  
Merchants Bank, 10 @ 183.

**Afternoon Sales.**  
Crown Reserve, 1,100 @ 118.  
Cement Pfd., 1