J. B. Snowball Co., Ltd.

T. Lynch Estate

James Robinson, on account,

these moneys extorted by him

Sinclair Lumber Co

J. P. Burchill

Allan Ritchie

An Opportunity for Household Economy

The great advance in price of cream of tartarwhich is derived from grapes—due to inability to care for and market the grape crop in the European countries now at war, can be made advantageous to

Housekeepers will find it more economical and much more satisfactory to use Royal Baking Powder, which is made from highly refined, pure cream of tartar. First, because the price of Royal has not been changed and it will do perfect work; second, because food made with Royal Baking Powder will be finer and more palatable; and finally, because it insures the absence of all danger from alum or similar unwholesome products.

The old-fashioned custom of buying cream of tartar and mixing it with soda, or using sour milk, may be discarded with profit. The high cost and scarcity of cream of tartar furnishes a temptation to unscrupulous dealers to substitute an adulterated product which may be either lime phosphates or alum, that will change the baking strength and may spoil the food.

The Royal Commission's Report On Dugal Timber Charges what is invelved in the terms 'extort the licenses and by the L. and 'extortion,' it is well to say that pany, of which Mr. Robit there is necessarily conveyed by president. As a matter of

Commission Finds That W. H. Berry Did Technically Extort Money From Lumbermen and Retain Large Sums For His Personal Use

surveyor-general in October, 1911. It | cecds as follows. reviews the crown land policy from

"The Hon. Mr. Flemming is unable fund, and asket them to contribute a vens paid Mr. Brankley \$4,500 for 1893 to the present time, pointing out to give the date when the first intimite of their holdings of Crown mation was made to him that the leases were to expire in 1918 mation was made to him that the

The royal commission's report on the said lessees per square mile for May, 1913. He says that William H. it (Century Dictionary.) In Halis- that Berry sail:—His orders from The royal commission's report on the said lessess per square line for the privilege of getting timber upon the timber charges begins with a recital of the legislation appointing the cital of the legislation appointing the considered that some examination lessees of crown lands, were desirous by Threats the author says: "They witness paid the money amounting to \$832.50, to Mr. commission and a reproduction of the should be made and information ob- of making a contribution to the par- (the menaces) must be of such a naharges made by Mi. Dugal. Italined for the purpose of classifying ty's funds, that at first he took no noture as to uncettle the min! of the Brankley or the 26th day of June.

These charges were that the Hon. the crown land areas held by various tice of the suggestion but the second person to whom they are made and dillon of the licenses with a view of determining through the licenses with a view of determining James K'dd Flemming, through the licensees with a view of determining or third time it was mentioned by take away that element of free vol. agency of Wm. H. Berry, chief super- the amount of bonus that should be Berry he told him hat he (Flem- untary action which long constitutes ed intendent of scalers and under the paid by the respective holders there ming) could have no connection with consent." direct control of Flemming, in the of, and it appears that William H. a matter of that kind, and that he "In Canadian law it is an offence to versations with Berry the matters of year 1913, did unlawfully extort from Berry (who is the Berry mentioned (Berry) must have no connection do certain things enumerated within classifications and bonus were year 1913, did villivifully extort from divers large lessees of crown timber in said charge) and who was at the limits within the province the sum of itime the Hoa. Mr. Flemming became \$15 a square mile of their sail timber surveyor-general, and afterwards, and limits over and above the amount of bonus paid by them respectively as to wit, chief superintendent of scales forth in the fifty-third annual reservement and the port of the Crown Land Department of the port of the Crown Land Department making the examination and securing for the year eviling October 31, 1913, the information aforesaid, and it is in which said amounts were unlawfully evidence that the said William H. Berry had called upon most, if no the sum of about \$100,000, no portion all, of the large holders of crown land areas, and received from them, and into the revenues of this provals many lessified, all the information to the proposed contributions to a party fund from the lumbermen. paid into the revenues of this prov- as many testified, all the information to a party fund from the lumbermen, "And said moneys were extorted other employes could give with refer- and Teed consented to do so. Mr. "To decide this question-it-become from said lesses and paid to the said ence to the location and general con-Flemming also says in this connect necessary to pass in review the con-Wm. H. Berry with the knowledge di-tons of the lands held by them, tion he did not know or have any versations and negotiations, as well and consent and under the direction the character and quality of the lum- hint, knowledge, or information that as to consider the circumstances unof the Hon. James Kild Flemming ber on their respective areas, the the contributions were to be other der which such conversation and newhile occupying the office of premier extent of their production, the facili- than absolutely voluntary. and minister of lands and mines, ties for lumber operations upon said "The evidence shows that some tionship of the parties affected thereand all said moneys were so paid be lands with reference to steam driv-

his direction, and received by Berry, ment so submitted gave the number of the funds and whet was their uitimate destination.

In order to clear the way for what follows the commissioners in their mitted, and after the dicussion of the received by Berry, ment so submitted gave the number of spoke about the bonus to fixed in the said Act, and said he thought the maximum bonus would be somewhere in the vicinity of \$100 per square mile, but it was not settled.

How it was to be worked out. He allows to spoke about the bonus to fixed in the said Act, and said he thought the maximum bonus would be somewhere in the vicinity of \$100 per square mile, but it was not settled.

Berry suggested.

"To Mr. Stevens, manager of the

and showing how this policy was altered by the Flemming Timber Act. The report then proceeds as follows:

"By the provisions of Section 3 of wait the lessees of crown lands for maid so mentioned act, the liquitenant section of their halfs as mentioned act, the liquitenant section of their halfs as mentioned act, the liquitenant section of their halfs as mentioned above, which would probably the amount of bonus to be pail by the some time in the latter part of manager of the Miramichi Lumber of their hold'ngs of Crown Lands, in addition to the bonus to be paid by them.

"In the interview with Mr. W. B. Showball in the latter part of June, 1913, after a discussion concerning the lands under license to J. B. Snow ball Company, Berry said to Mr. Snowball:—"There is another thing latter will be some time in the latter part of manager of the Miramichi Lumber of their hold'ngs of Crown Lands, in addition to the bonus to be paid by them.

"While some at first demurred, with the lessees of crown lands for information with reference to the classification of their halfs as mentioned above, which would probably be some time in the latter part of manager of the Miramichi Lumber of the interview with Mr. W. B. Showball in the latter part of June, 1913, after a discussion concerning the lands under license to J. B. Snow ball Company, Berry said to Mr. Snowball:—"There is another thing latter will be paid by it was to determine classification of their halfs to manager of the Miramichi Lumber of the interview with Mr. W. B. Showball in the latter part of June, 1913, after a discussion concerning the lands under license to J. B. Snow ball Company, Berry said to Mr. Snowball:—"There is another thing latter part of June, 1913, after a discussion concerning the lands under license to J. B. Snow ball in the latter part of June, 1913, after a discussion concerning the lands under license to J. B. Snow ball in the latter part of June, 1913, after a discussion concerning the lands under license to J. B. Snow ball in the latter part of

they and their woods' foreman and asked him to take care of said fund,

fore the lands were classified under ing, and the prospects and possibili- North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the province where "In the conversation with Mr. John North Shore of the Province where "In the conversation with Mr. John North Shore of the Province where "In the conversation with Mr. John North Shore of the Province where "In the conversation with Mr. John North Shore of the Province where "In t the provisions of Chapter II of the ties for reproduction.

Statutes of New Brunswick for the year 1913."

The sold William H. Berry after year 1913."

The commissioners recite that they were authorized to investigate lands and mires, showing the holdthey were authorized to investigate lands and mines, showing the hold-very considerable numbers, to talk lars a mile, and he said it was prothese charges and report whether ings of the different lessees of crown over the general provisions of the posed the lumbermen should pay up these charges and report whether hads, the nature of their holdings last mentioned Act, and to make sug- a fund of fifteen dollars for election they and Floring guity of direct tands, the manus of miles held by ing the extortion, and if the moneys and the number of miles held by gestions in regard to it, and to expurposes. It must be borne in mind gestions in regard to it, and to expurposes. It must be borne in mind gestions in regard to it, and to expurposes. It must be borne in mind gestions in regard to it. He all that at the time of the conversation how it was to be worked out. He all above referred to the lands were not always the amount of the conversation has a submitted gave the number.

party extorting it by virtue of his uthe donors.

report produce from the statutes the the matter with his colloagues, an order-in-council was made on July 10, pecting the Crown Timber Lands of the Province." This act, with which the public is familiar, provided for the system of bonuses by those hold-class D."

"It appears in evidence that within a fow days after said meeting, and after the dicussion of "It appears in evidence that within a fow days after said meeting, and bominion Pulp Company, Mr. Berry said he couldn't answer his (Stevens, manager of the June, 1913, Berry maie a proposal to June, 1913, Be ers who desire to retain their lands.

The report then reproduces the or. Dominion Pulp Company. Wm. Brankley. Mr. Stevens further agreed that after he had agreed the various of the vari into the various classes, beginning the classification and spec'fied that the bonus of \$100 a square mile the bonus due on August 1, 1913, for class A and running down to \$20 might be adjuzed by the payment of the Sinclair Lumber Company, fund, and after informing Berry that for class A and running down to \$20 might be adjuzed by the payment of a mile for class D.

Having recited this act of the legislation of the dicensee to pay the isuature the report proceeds to relate that Flemming became premier and gust 1, 1914. The report then prosurveyor-general in October, 1911. It ceeds as follows.

James Robinson, N. M. Joles, manshe had agreed to Brankley's proposition, Mr. Berry informed him that the classification of the company's lands would be \$75 per mile. On the day following, 27th June, 1913, Mr. Stephanology. "The Hon. Mr. Flemming is unable fund, and asket them to contribute a vens paid Mr. Brankley \$4,500 for

had asked to act as treasurer of the all the others have agreed to it.' Mr. fund for a time, and afterwards to Snowball refused to pay until after pay it over to E. R. Teed, as follows: discussing the proposal with others \$ 2,000.00 engaged in the business, and as a Brthurst Lumber Company 15,000,00 matter of fact did not pay until the 7,200.00 15th day of July, 1913, on which 4,500.00 date he handed over his contribu-3,000.00 tions of \$7,200 to Mr. Brankley there-James Robinson, on own acct 2.167.50 in following Berry's instructions in James Robinson, on account,

1,830.00 "To Angus McLean, manager of the 832.50 Bathurst Lumber Company, Mr. Ber-"These amounts were subsequently ry said that the bonus on the last handed over by J. W. Brankley to named company's lands would Edgar R. Teed, who was designated \$100 a mile, in addition to that, the by the Hon. Mr. Flemming to receive company would have to put up \$15 a and take care of the said fund for mile for an outside fund, which witness said he understood to be a camsaid amounts there was received by paign fund. The witness paid to the the said Teed for the purpose of said order of Mr. Brankley into the Bank party or campaign fund from Fred. of Montreal, Bathurt, fifteen thouerick C. Beattery, acting for Stetsor sand dollars between the first and Cutler Co., the sum of \$15,000, and third days of July, 1913, as the com-

from Nathaniel M. Jones, represent. pany's contribution to the fund. "Mr. Allan Ritchie has testified ing the Partington Pulp & Paper Co., the sum of \$3,250, both companies that in a conversation between himbeing at the time lessees of Crown self and Berry on or about the 26th of June, 1913, after discussing the paid by the said companies over and hundred dollars a mile bonus, in the above the bonuses paid by them under the said Act 3, Georg, V. Chapter the matter of the campaign. the matter of the campaign fund of "The evidence clearly shows that \$4,500, to Mr. Brankley on the follow-

William H. Berry received the sum of ing day. "After telling Mr. Hubert Sinclair Walter C. Stevens, manager of sail that the bonus had been fixed at one pany through a bank draft sent by hundred dollars a mile for Class A. company, to John E. Moore, of St. Moore endorsed the said and that about all the Miramichi draft and Berry got the money for lumbermen were in Class A. Mr. Bersame from the bank; also from the ry went on to say that they wanted a Bathurst Lumber Company through campaign fund and thought the Angus McLean, manager of said friends of the government should docompany in addition to the above nate about fifteen dollars a mile, amount of \$15,000, paid by them, the This conversation took place about sum of \$5,000; from the Louison Lum. the 25th day of June, 1913, and on ber Company through Charles L. the following day Mr. Sinclair paid Fenderson, manager of sait company, the money, and he says he gave it the sum of \$2,000, and from Stetson voluntarily and freely Cutler Co., through Fred rick C. "On the same day Mr. Berry met Beatteay the sum of \$5,000, in addi- Mr. James Robinson at the Mirami-

tion to the said amount of \$15,000 chi Hotel in Newcastle, and after paid by them, all of which moneys explaining about the classification of the said Berry retained and still re- the lands and the amount of the tains and has appropriated to his own bonus, asked for a campaign fund of fifteen dollars a mile, saying that "Now, as to the moneys so received the others were contributing, by Berry as above set out, the first laquiry that suggests itself is: Were others are paying, I will pay that on mine.' At the same time Mr. Berry "To understand and appreciate just also asked for a like contribution on what is involved in the terms 'extort' the licenses held by the Lynch Comthere is necessarily conveyed by president. As a matter of fact bot' these words the idea that the thing extorted is acquired under computions, who testified that the pay-

sion or exaction, as stated in the de. ment was optional and vo'untary. finition of extortion, given in 12 A. "Mr. James A. Rundle's land was E. Encyclopedia of Law 2nd Edition, classified at seventy-five dollars a mile—in Division B. This witness the giver to some necessity (Stand. testified that Berry told him that he ard Dictionary) or is obtained by the had to pay fifteen dollars a more and that he understood it was thority over the person parting with to be paid into the government, and

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"The sums pail by Mr. Frederick with Mr. Berry, who told witness that in ylew of the terms made in that in ylew of the terms made in that in ylew of the terms made in the says he had no denger in that respect. He said he reason to believe the paym nt would influence the classification of his which he had no right to pay. His conversation over the matter was with Mr. Berry, who told witness that in ylew of the terms made in I would suffer for seven hours at a time.

Different doctors did the best they could for me until four months ago I began giving Lydia E. Pinkham's Vegetable Compound a trial and now I am in good health."—Mrs. WILLIAM H. GILL, No. 15 Pleasant Street, Auburn, New York.

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C. Beatteay for Stotson, Cutler & that in view of the terms made in Company, and other companies, amounting to \$20,000, were not paid large timber owners should contriby arrangement with or through Mr. bute to a campaign fund, that all the Berry. Consequently for this branch other large owners had agreed to the of the report no further reference to proposition, and that they felt that them need be made.

about the first of July previous be-tween Mr. Jones, manager of the comtimes accompanied by Mr, E. R. prevailed it was impossible for any of the deense holders to exercise any amount, \$3,225, because everybody lumbermen had acceded to the request, the company would like to be learned. The fact is that the re-

Berry in cash in the Dufferin Hotel the amount he would climinate any

pany, and Mr. Berry, who was at extorted. Under the conditions which else had paid it, and if all the other proposition was made to them by

(Continued on page 5.)