

TIMBER LIMIT ENQUIRY FINISHED; MR. FLEMMING'S EVIDENCE UNSHAKEN

Premier explains \$15,000 Note and shows money was paid back with interest, at six percent — Carvell has unpleasant moments at hands of Mr. Fowler and Mr. Carter—"Man Friday" coyly blushes.

(Continued from page 1)
Mr. Fleming said he had heard once from Mr. Berry since he went to Boston. This was very shortly after Berry went away. Witness had no telephone communication with Mr. Berry and had no correspondence with Mr. George Cutler since April 6th. He thought Mr. Brankley of the Miramichi Lumber Company came into the province about 1912. He had no information as to Mr. Brankley's political allegiance.
Questioned regarding the law regarding the export of rossiad pulp wood from crown lands, witness said the law had been in force since 1911. He had no knowledge that it had been violated and did not believe it was. He had no knowledge that Mr. Brankley or any one else had paid money to the department for the privilege of violating the law. Decidedly no one had paid anything to him personally. He did not believe that any member of the government or legislature had asked him if the lumbermen had paid any more for their licenses than the amount of the bonus paid into the province.
He had had one complaint regarding cutting of undersized lumber and had asked Mr. Berry to look into it. He had never heard that lumbermen had told Berry they had paid more for the privilege of cutting undersized logs. He explained the only case which had come under his notice, The Dominion Pulp Co. had asked permission to cut out some second growth timber in order to stimulate growth of larger timber. This permission was granted temporarily but no special sum was paid for it. He had heard a few weeks ago that the Dominion Pulp Company had continued to cut undersized logs. This information came from the acting minister of lands and mines.

Explains Method.
Mr. Fleming then explained the method followed by the department in connection with the export of rossiad pulp wood from crown lands. In some cases limit holders were also holders of private lands on which pulp wood was cut. They did not keep the logs from private and crown lands separate but they insisted that holders should manufacture in Canada an amount equal to the quantity exported from the crown land holdings. In this way the spirit of the regulation was adhered to. Regarding the complaint about the Bathurst Lumber Company Mr. Berry had been instructed to look into it. He found that on shore logging some undersized timber was cut but when they got back to the piles it was found that the law had been fairly well observed.

Sources of Revenue.
Mr. Carvell then proceeded to question Mr. Fleming regarding some sources of provincial revenue aside from the crown lands department. The witness replied that last year taxes from the incorporation of companies had yielded to the province about \$50,000, while from the provincial secretary's office the receipts were about \$20,000, succession duties yielded \$90,000 while other sources of revenue were the probate fund, supreme court fund, the liquor license and hospital fees. Most of these funds were expended again for purposes of administration in connection with themselves. In the case of liquor licenses the gross receipts were \$45,000 which after providing for the commission, inspectors, etc., and the proportion of the license

to go to municipalities left the province about \$20,000.
Hot Shot for Carvell.
Mr. Carvell was proceeding to ask the witness if liquor dealers before the renewal of their licenses had contributed to campaign funds, and if the government controlled the issue of licenses, when Mr. Teed and Mr. Fowler objected on the ground that the matter was not relevant.
Mr. Carvell—"Our friends appear to be afraid of this."
Mr. Teed—"Not at all. Do not misrepresent us."
Mr. Carter also objected, saying the liquor license commissioners through the province were recognized as a judicial body. It was no more fair to intimate that the government controlled them than to say the government controlled a justice of the peace whom they might appoint.
Mr. Carvell—"Perhaps my honorable friend can give us information regarding the regulation of liquor licenses in Victoria county?"
Mr. Carter—"I can give you information regarding the law regarding liquor licenses in Victoria county and on a lot more things if you really desire it. For instance I can give you information as to the proper production of evidence and the decent treatment of a witness."
Mr. Carvell—"If my honorable friends will wait a minute they will see the purpose of my question. I do not usually ask a question without a purpose."
Mr. Carter—"It'll bet it is an unclean one."
Continuing Mr. Fleming said he personally had had nothing to do with the granting of liquor licenses in the province. He recounted items of provincial revenue from motor vehicles, etc., game licenses brought to the province about \$40,000 annually and angling licenses less than \$1,000 per year.
Mr. Carvell asked witness if he had renewed licenses to any fishing organizations.
Mr. Teed objected on the ground that the matter was not relevant, but the court permitted the question. Mr. Fleming then explained regarding the system of renewing leases to fishing organizations. He never knew of contributions to party funds coming from such organizations.
Mr. Carvell then asked if liquor dealers had contributed to campaign contributions, and Mr. Teed objected to the question as irrelevant. The court upheld the objection.
Mr. Carter—"Is my learned friend speaking to his own campaign contributions when in the local house?"
Mr. Fleming said he believed \$100 a mile was fair price between lumbermen and province. Up to the time the enquiry opened he had believed the contributions from lumbermen were voluntary. He arranged houses upon the basis he believed to be fair. He believed if the lands were all put up at public sale, they would not have averaged as high as \$100 per mile. The lumbermen had urged him to make the rate \$50 per mile.
Mr. Carvell asked witness did not believe the lumbermen would have paid \$115 per mile to the province.
Mr. Fleming said he declined to answer. He could not form a belief on that point. Some of them might have been willing to pay and others might not.

Impertinent Questions
Mr. Carvell, in an overbearing manner,

Prominent at Enquiry



M. G. TEED, K. C.; T. J. CARTER, K. C., and J. A. BARRY Of the Fleming Enquiry, Snapped by The Standard Staff Photographer.

Mr. Teed—"Do you believe in the light of what you know that Mr. Dugal was justified when he laid the charges?"
Mr. Carvell—"That is all right. I am always ready to accept your decision."
Mr. Fowler—"Now that's real kind of you. The rest of us have to accept it. The witness should not have been asked such a question."
Mr. Carvell—"Well, the witness was there when Mr. Dugal laid the charges. He knows."
Mr. Fowler—"Our impression and the impression of most of the people of New Brunswick is that Mr. Dugal never laid them at all. In fact (looking at Mr. E. S. Carter, Liberal organizer, who sat at Mr. Carvell's elbow) we can see the author of these charges blushing now."

Mr. Fleming continuing said he did not remember telling Mr. Teed to meet him in Fredericton. He had frequently met Mr. Berry in Fredericton. He had no recollection that the meeting between Mr. Berry, Mr. Teed and Mr. Brankley in his room in the Barker House was other than accidental. He did not remember that he had conversation with Mr. Berry regarding Mr. Teed. He did not remember having told any person except Mr. Berry that Mr. Teed would be the treasurer of the fund. He had no recollection of having spoken to Mr. Berry regarding Mr. Teed's visit to Fredericton. He did not know that he had spoken to Mr. Berry more than once regarding his having nothing to do with the fund. He supposed Mr. Brankley was representing the lumbermen and that Mr. Teed was treasurer of the fund.
Carvell Goes Too Far
Mr. Carvell—"Now, did you not

of time for renewals. He believed Berry & Hat and Mr. Friseman had this knowledge. The way the department worked out at sales of the lands would come to under bonus, the difference was asked from them. Mr. Cutler and Mr. James Robinson had proposed that the rate of bonus should be made \$50 per mile instead of \$100. Had this been done he considered the province would have lost \$400,000.
Mr. Teed then produced the note of the Fleming Gibson Company, and after it had been carefully scrutinized by Mr. Carvell, Mr. Stevens, Mr. Huxton and Mr. Carvell's man Friday, it was put in evidence. The note was drawn on November 29th, 1913, and was a demand note in favor of E. R. Teed for \$15,000. It was signed by J. K. Flemming as managing director of the Fleming, Gibson Company, Ltd. Payments on the back of the note were endorsed as follows: December 1st, 1913, \$2,000; March 24th, 1914, \$3,000; April 11th, \$3,500; April 17th, \$5,000; April 20th, \$1,500. Interest paid at six per cent, \$288.67.
Mr. Fleming also produced a page from his bank account showing how the monies were received to liquidate the note. They came from debits due the company which had been paid. He also submitted cheques, drafts and memoranda showing the manner in which he had paid for the stocks he held in the Maine and New Brunswick Power Company regarding which some question had been raised.
Returning to delegations of lumbermen waiting on the government witness said when the lumbermen urged for a settlement of the bonus question there was a delegation before the council arguing for perpetual leases. Among the delegates were H. A. Powell and Senator Edwards. Mr. McCurdy manager of the Royal Bank at New Brunswick was also present. He knew the timber leases were getting so dear expiration that it would seriously interfere with the business. He was ill and Dr. Taylor treated him. The bromide incident referred to by Mr. Carvell positively did not occur.
This concluded Mr. Fleming's evidence, and after a consultation between his counsel Mr. Teed announced they had no further questions to ask and that there were no more witnesses.
Mr. Carvell then announced that he had not altogether given up hope of having Mr. Berry appear before the commission and requested that the case should not finally close until he had exerted every effort to that end.
Mr. Fowler said he thought one case should be completed before the other was taken up. It would not be possible to join the two. Another thing that should be determined was the manner and order in which counsel should speak on each side and whether or not they should alternate.
Chairman McKeown expressed himself as well pleased to follow any line suggested by the counsel.
Commissioner Fisher.
Mr. Fisher said he would like to say a word in reference to the case of Mr. Berry. He thought he should be brought back to the province to testify. While Mr. Berry is not now an official of the government yet he was such an official when the act they were investigating was committed. He thought the government should exert pressure upon him to bring him back.
Mr. Fowler—"The Attorney General was on the stand the other day. It is rather unfortunate you did not make a suggestion to him then as to what the arrangement could be in the matter. He said he did not believe he had authority to bring Mr. Berry back."
Mr. Fisher—"He slipped out of the box and my thoughts came slowly."
Mr. Fowler—"I do not think you should say that. It implies something clandestine. The Attorney General walked out of the box when he had finished his testimony and no one said a word to him."
Mr. Fisher—"I did not think of it then, but now I think he might write or communicate with Mr. Berry and have him return."
Mr. Fowler—"I will communicate your idea to him."
Chairman McKeown then announced that the adjournment of the hearing until this morning when the Valley Railway enquiry will be resumed.
Mr. Guthrie then stated that the construction company and railway company would have all the books he could produce present to facilitate the hearing. The minute book of the railway company would be available but the cash book and ledger were in New York.
Mr. Carvell asked if the estimates could be obtained on which the contractors were asked to tender.
Mr. Teed said he did not take much stock in estimates judging from some he had known of.
Mr. Carvell—"I presume you refer to the Southampton Railway, which at any rate is a standard for graft."
Mr. Fowler—"And at that only a very pale shadow of the Transcontinental."
Mr. Carvell—"We will not discuss the Transcontinental here."
Chairman McKeown then announced the adjournment of the hearing until this morning when the Valley Railway enquiry will be resumed.

THE CAT IS OUT OF THE BAG!!

WHAT THE

Million Dollar Mystery Means

IN A NUTSHELL

The Million Dollar Mystery

MEANS THAT it is by long odds the biggest, the greatest, the most mystifying and most interesting serial photo play ever produced by any manufacturer.

IT MEANS THAT the Thanhouser Co. have launched an idea that for cleverness has never been equaled.

IT MEANS THAT the story has been written by Harold MacGrath, that it will be published in THE ST. JOHN STANDARD weekly beginning in a few days.

IT MEANS THAT one startling episode of the celebrated feature will be shown at the Unique Theatre every Monday and Tuesday beginning next week, July 27 and 28.

IT MEANS THAT an epoch will be marked in the motion picture industry and the Unique Theatre will present the greatest serial motion play ever exhibited.

IT MEANS THAT \$10,000 WILL BE OFFERED FOR 100 WORDS

READ THE CONDITIONS

Third Column

It Cost a Fortune to Produce. It is the Talk of the Motion Picture World!

FIRST EPISODE NEXT MONDAY AND TUESDAY "THE AIRSHIP IN THE NIGHT"

MR. CASS GILBERT WINS IN FOUNTAIN COMPETITION

JAMES SCOTT MEMORIAL FOUNTAIN
DESIGNED BY MR. CASS GILBERT

In a competition held by the Detroit City Plan and Improvement Commission for the James Scott Fountain, which is to be erected in Belle Isle, in Detroit, the design of Mr. Cass Gilbert, architect, of New York, was placed first, and the prize of \$2,000 was awarded to him, with the appointment of architect of the fountain.
The location of the fountain will be at the western end of Belle Isle, Detroit's charming island park, and it will form the chief feature of one of the most costly memorials ever provided for by will by an individual for himself.
The location of the fountain will be at the western end of Belle Isle, Detroit's charming island park, and it will form the chief feature of one of the most costly memorials ever provided for by will by an individual for himself.
The location of the fountain will be at the western end of Belle Isle, Detroit's charming island park, and it will form the chief feature of one of the most costly memorials ever provided for by will by an individual for himself.

WALTER J. LANTZ, of the Empire Silver Black Fox Co., reports that the 15 rups which he raised from the five pairs of foxes placed on the ranch last fall are making excellent progress. Mr. Lantz is a young man and has had but one year's experience in fox-raising, but he has made good to a remarkable degree, and his friends in city and country are delighted at his success.
Walter J. Lantz, of the Empire Silver Black Fox Co., reports that the 15 rups which he raised from the five pairs of foxes placed on the ranch last fall are making excellent progress. Mr. Lantz is a young man and has had but one year's experience in fox-raising, but he has made good to a remarkable degree, and his friends in city and country are delighted at his success.

FOR SELLING LIQUOR AT FREDERICTON.
Fredericton, July 20.—On Saturday a well known commercial man who represents a Montreal wholesale liquor firm was charged, under the Canada Temperance Act, with "selling, buying and causing liquor to be shipped" into this city. He pleaded guilty and was fined \$50 and \$7 costs. The success.

Every Package Tightly Sealed

There is No Better Buy for Five Cents

Let it be your regular, beneficial practice to Chew it after every meal

and thus whiten and preserve the teeth—massage the gums—sweeten mouth and breath—agreeably ease digestion by increasing the flow of saliva.

It was not enough to make

WRIGLEYS SPEARMINT

the perfect gum—we have encased it in a new waxed wrapper—sealed by electricity. All its refreshing flavor and goodness sealed in—all impurities kept out. It comes to you as fresh and clean as when made.

MADE IN CANADA, Wm. Wrigley Jr. Co., Ltd., Toronto