

ROYAL COMMISSION'S REPORT

On the Dugal Crown Lands Charges

The royal commission's report on the timber charges begins with a recital of the legislation appointing the commission and a reproduction of the charges made by Mr. Dugal.

These charges were that the Hon. James Kidd Fleming, through the agency of Wm. H. Berry, chief superintendent of sealers and under the direct control of Fleming, in the year 1913, did unlawfully extort from the lessees of crown timber limits within the province the sum of \$15 a square mile of their said timber limits over and above the amount of bonus paid by them respectively as set forth in his 44th annual report of the Crown Land Department for the year ending October 31, 1913, which said amounts were unlawfully extorted amounting in the whole to the sum of about \$100,000, no portion of which sum was accounted for or paid into the revenues of this province.

And said moneys were extorted from said lessees and paid to the said Wm. H. Berry with the knowledge and consent and under the direction of the Hon. James Kidd Fleming, while occupying the office of premier and minister of lands and mines, and all said moneys were so paid before the lands were classified under the provisions of Chapter II of the Statutes of New Brunswick for the year 1913.

Then the commissioners recite that they were authorized to investigate these charges and report whether they had Fleming's knowledge and consent and under his direction and extorted by Berry, then what disposition did Berry make of the funds and what was their ultimate destination.

THE PRELIMINARIES

In order to clear the way for what follows the commissioners in their report produce from the statutes the Fleming Timber Act—"An act respecting the Crown Timber Lands of the Province." This act, with which the public is familiar, provided for the system of bonuses by those holders who desire to retain their lands, and the division of the crown lands into the various classes beginning with the bonus of \$100 a square mile for class A and running down to \$20 a mile for class D.

Having recited this act of the legislature, the report proceeds to relate that Fleming became premier and surveyor-general in October, 1911. It recites that the crown land policy from 1893 down to the present time, pointing out that the lessees were to expire in 1913 and showing how this policy was altered by the Fleming Timber Act. The report then proceeds as follows: "By the provisions of Section 9 of said act mentioned act, the lieutenant-governor-in-council was to determine, prior to the first day of July, 1913, the amount of bonus to be paid by the said lessees per square mile for the privilege of getting timber upon the lands held by them, and it was considered that some examination should be made and information obtained for the purpose of classifying the crown land areas held by various lessees with a view of determining the amount of bonus that should be paid by the respective holders thereof, and it appears that William H. Berry (who is the Berry mentioned in said charge) and who was at the time the Hon. Mr. Fleming became surveyor-general, and afterwards, an important official of the department, to wit, chief superintendent of sealers, was charged with the duty of making the examination and securing the information aforesaid, and it is in evidence that the said William H. Berry had called upon most, if not all, of the large holders of crown land areas and received from them, or many testified, all the information they or their wood foreman and other employees could give with reference to the location and general conditions of the lands held by them, the character and quality of the timber on their respective areas, the extent of their production facilities for lumber operations upon said lands with reference to stream driving, and the prospects and possibilities for reproduction.

"The said William H. Berry afterwards made a report or statement to Hon. Mr. Fleming, minister of lands and mines, showing the holdings of the different lessees of crown lands, the nature of their holdings and the number of miles held by them, dividing their holdings into classes A, B, C and D. The statement so submitted gave the number of miles held by each lessee and the class in which each should be placed. Mr. Fleming states in his evidence that after said statement was submitted, and after the discussion of the matter with his colleagues, an order-in-council was made on July 10, 1913, fixing the rate of bonuses as follows: \$100 for class A; \$75 for class B; \$50 for class C, and \$20 for class D."

The report then reproduces the order-in-council referred to which fixed the classification and specified that the bonus due on August 1, 1913, might be adjusted by the payment of one-half the amount in cash and the obligation of the licensee to pay the remaining one-half on or before August 1, 1914. The report then proceeds as follows:

FLEMING SELECTS TEED

"The Hon. Mr. Fleming is unable to give the date when the first intimation was made to him that the formation of a fund for party purposes was in contemplation, but evidently it was after Berry had conferred with the lessees of crown lands for information with reference to the classification of their lands as mentioned above, which would probably be some time in the latter part of May, 1913. He says that William H. Berry stated to him more than once that the lessees, meaning the lessees of crown lands, were desirous of making a contribution to the party's funds, that at first he took no notice of the suggestion but the second or third time it was mentioned by Berry he told him that he (Fleming) could have no connection with a matter of that kind, and that he (Berry) must have no connection with the getting of money for that purpose, because he (Berry) was an official of the department and that his usefulness would be gone if he had received money from the lessees, and if contributions were made, E. R. Teed of Woodstock, would be a proper person to receive the funds in the interest of the party. Fleming said that he spoke to Teed about the matter, told him what Berry had said about it, proposed contributions to a party fund from the lessees, and asked him to take care of said fund, and Teed consented to do so. Mr. Fleming also says in this connection he did not know or have any hint, knowledge, or information that the contributions were to be other than absolutely voluntary.

"The evidence shows that some time in June, 1913, Berry visited the North Shore of the province, where a large number of lessees of crown land areas resided, and asked the said lessees of crown lands to meet him at Newcastle which they did in very considerable numbers, to talk over the general provisions of the act mentioned above, and to make suggestions in regard to it, and to explain the provisions of the act and how it was to be worked out. He also spoke about the bonus to be 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 THE 'BAG' WAS FILLED

"It appears in evidence that within a few days after said meeting, and somewhere about the last part of June, 1913, Berry made a proposal to J. P. Burchill, Angus McLean, manager of the Bathurst Lumber Company, Walter Stevens, manager of the Dominion Pulp Company, Wm. B. Snowball, of the J. B. Snowball Co., Ltd., Allan Ritchie, Hubert Sinclair, of the Sinclair Lumber Company, James Robinson, N. H. Jones, manager of the Edward Partridge Pulp & Paper Company, James A. Rundle, and Charles L. Fenderson, that it was desired to raise a campaign fund, and asked them to contribute a sum of money equal to \$15 per square mile of their holdings of crown lands, in addition to the bonus to be paid by them.

"While some at first demurred, and some asked for time to consider the matter, the final result was that they paid up in cash, cheques or bank drafts, to J. W. Brankley, general manager of the Miramichi Lumber Company at Chatham, whom Berry had asked to act as treasurer of the fund for a time, and afterwards to pay it over to E. R. Teed, as follows:

J. P. Burchill	2,000.00
Bathurst Lumber Company	15,000.00
J. B. Snowball Co., Ltd.	7,200.00
Allan Ritchie	4,500.00
Sinclair Lumber Co.	3,000.00
James Robinson, on own account	2,475.00
James Robinson, on account, T. Lynch Estate	1,800.00
James A. Rundle	825.00

"These amounts were subsequently handed over by J. W. Brankley to Edgar R. Teed, who was designated by the Hon. Mr. Fleming to receive and take care of the said fund for party purposes. In addition to the said amounts there was received by the said Teed for the purpose of said party or campaign fund from Frederick C. Beattie, acting for Stetson Cutler Co. the sum of \$15,000, and from Michael M. Jones, representing the Partridge Pulp & Paper Co. the sum of \$3,250, both companies being at the time lessees of crown lands, and both these amounts were paid by the said companies over and above the bonuses paid by them under the said Act 3, George V, Chapter 2.

SOME OF BERRY'S PICKINGS

"The evidence clearly shows that William H. Berry received the sum of \$4,500 from the Dominion Pulp Company through a bank draft sent by Walter C. Stevens, manager of said company, to John B. Moore, of St. John. Moore endorsed the said draft and Berry got the money for same from the bank; also from the Bathurst Lumber Company through Angus McLean, manager of said company in addition to the above amount of \$15,000, paid by them, the sum of \$5,000, from the Louison Lumber Company through Charles L. Fenderson, manager of said company, the sum of \$2,000, and from Stetson Cutler Co. through Frederick C. Beattie, the sum of \$5,000, in addition to the said amount of \$15,000 paid by them, all of which moneys the said Berry retained and still retains and has appropriated to his own personal use.

'EXTORTION' DEFINED

"Now, as to the moneys so received by Berry as above set out, the first inquiry that suggests itself is: Were these moneys extorted by him?

"To understand and appreciate just what is involved in the terms 'extort' and 'extortion' it is well to say that there is necessarily conveyed by these words the idea that the thing extorted is acquired under compulsion or exacted, as stated in the definition of extortion, given in 12 A. E. Encyclopedia of Law 2nd, Edition, 576, or by reason of the subjection of the giver to some necessity (Standard Dictionary) or is obtained by the party extorting it by virtue of his authority over the person parting with it (Century Dictionary). In Halsbury's Laws of England, Volume 9, page 665, under the head of Extortion by Threats the author says: 'They (the menaces) must be of such a nature as

to unsettle the mind of the person to whom they are made and take away that element of free voluntary action which long constitutes consent.' "In Canadian law it is an offence to do certain things enumerated within the code with intent to extort or obtain anything from any person. Doing such things constitutes the statutory offence of extortion. It is not, however, with the offence so defined by statute that we have here to deal. For the purpose of this enquiry, having regard to the definition above referred to, we consider that the money in question was obtained by extortion, if it were not given by free voluntary action on the part of the donors. "To decide this question it becomes necessary to pass in review the conversations and negotiations, as well as to consider the circumstances under which such conversations and negotiations took place and the relationship of the parties affected thereby. (Concluded next week)

PIANO COMPANY SUED FOR COMMISSIONS

Fredericton, Nov. 20.—The case of Adney vs. Gourley, et al. was before the Supreme Court of Appeal, Thursday. The plaintiff, Mrs. Minnie B. Adney, a music teacher, sued the Piano Company for commissions on the sale of their instruments and for damages for neglect of defendant company to furnish certain instruments on consignment, for sale, which she anticipated might, while in use at concerts, conducted by the plaintiff at Hartland and McAdam, be the means of promoting sales in those places as well as benefiting her in her classes of music. The plaintiff claimed \$500 for loss of commissions and about \$2,500 for general damages.

The trial, in which large counter-claims were put in by the defendants, resulted in a verdict for the latter of \$980. Thursday the plaintiff moved to set aside verdict for defendants and to enter verdict for the plaintiff, or for a new trial, and the appeal was argued on behalf of the plaintiff by Mr. M. L. Hayward. Mr. R. B. Hanson appeared for the Piano Company.

The Court reserved judgment.

10 CENT 'CASGARETS' FOR LIVER AND BOW

Cure Sick Headache, Constipation, Biliousness, Sour Stomach, Bad Breath—Candy Cathartic.

No odds how bad your liver, stomach or bowels; how much your head aches, how miserable you are from constipation, indigestion, biliousness and sluggish bowels, you are cured with Cascarets. They immediately cleanse and regulate the stomach, remove the sour, fermenting food and foul gases; take the excess bile from the liver and carry off the congestion, waste matter and poison from the intestines and bowels. A 10-cent box from your druggist will keep your liver and bowels clean, stomach sweet and head cool for months. They work while you sleep.

Social at Stickey

The basket social which was held by the citizens of Stickey and vicinity on the evening of Nov. 7, in the interest of the Belgian Relief Fund, was well attended and the sum of \$59.25 was realized, which has since been increased to \$60.00. This amount includes the proceeds of tickets to the amount of \$5.00, which sold on an embroidered centerpiece donated by Miss Gertrude Mills.

The suggestion to also assist in providing clothing for those needy people has met a willing response, and the big box when shipped will contain some new as well as slightly worn articles.

Below are the names of the contributors:—Wm. A. Campbell, Stanley Chase, Harry M. Hunter.

Skin Trouble on the Scalp

Skin Dried and Cracked and Hair Fall Out—Cured by Dr. Chase's Ointment.

Eczema is annoying and distressing at any time, but doubly so when it gets into the scalp and causes the hair to fall out. Here is a grateful letter from a lady who was cured by using Dr. Chase's Ointment. "Mrs. Hector Currie, Tobermory, Ont., writes:—'I was cured of a disagreeable skin disease of the scalp by using Dr. Chase's Ointment. The trouble started with itching and pain in the scalp, the skin would get dry and crack, and at times would bleed, and the hair would fall out. I tried three doctors without benefit, and suffered for three years. Reading in the almanac about Dr. Chase's Ointment, I began its use, and am now completely cured. The hair has grown again, and I am as well as I ever was. You are at liberty to use this letter, for I am glad to recommend so excellent a treatment.'"

Dr. Chase's Ointment has no rival as a cure for itching skin disease.

A Neighbor Told Him To Take Gin Pills

FOR THE KIDNEYS
If you want to know what Gin Pills will do for you, just drop a line to Mr. D. A. York, at Belrose, Ont. He will tell you what Gin Pills did for him, after he had suffered with kidney trouble for 15 years. Here is his letter:

"I suffer for about 15 years with my kidneys. I could get nothing to help me. The pain went all through my back and shoulders and down the calves of my legs. When I would get up in the morning, I would get straight up again until I would walk a rod or more, the pain was so great. A neighbor advised me to take GIN PILLS. I did so and six boxes later, I was cured. I am now a well man. I am about 70 and a half years since I quit taking them. My back is all right now. I thank GIN PILLS for it all—they are worth their weight in gold."



50c a box, 6 for \$2.00. Sold in the U.S. under the name 'GINO' Pills. Trial treatment if you write 800 National Drug & Chemical Co. of Canada, Limited, Toronto

Robert B. Hunter, Miss Gertrude Mills, Maudie, Hollie Chase, J. A. Grant, John Goding, Alton Chase, John Bell, Hedley Milbury, John Drake, Charles Wilkinson, Frank Collins, Edgar Ebbott, James Grant, Hugh Hunter, Isaac Chase, Jos. B. Tompkins, Nathan Shaw, Ernest Milbury.

Florenceville Consolidated School

The following are the averages made by the pupils of the second Intermediate Department of the Florenceville Consolidated School for the October examinations:

Grade IV—Willie Sample 99, Nellie McLean 97, Marjorie Ross 97, John Wainwright 95, Raymond McCain 93, Wilbur Tompkins 91, Doris Peters 89, Casey Stokes 89, Frances Atkinson 88, Mildred Kilpatrick 88, Donald Glenn 77.

Grade IV—Dorothy Stickey 97, Bessie Hunter 97, Robert Ross 96, Sadie Milbury 95, Essie Buxton 85, Helen Taylor 87, Lillian Schirmer 77.

Grade III—Cecil Sample 95, Annie Paterson 95, Harry Burnham 94, Helen Begg 93, Gerald Boyer 94, Arthur Sample 94, Harry Peters 94, Douglas Chapman 93, Roy McIsaac 93, Jessie McLean 92, Vaughn Stokes 91, Jack McLean 88, Helen Melville 81, Chaire Boyer.

Mary M. Gallagher, teacher.

Probate Notice

In the Probate Court of Carleton County, To the Sheriff of the County of Carleton or any Constable within the said County, Greeting:

Whereas Amos Foster, Administrator of the Estate of Henry Foster, deceased, hath filed his account in this Court and hath prayed that the same may be passed and allowed and that an order of distribution be made;

You are therefore required to settle the heirs, next of kin, creditors, and all others interested, to appear before me at a Court of Probate to be held at my office in the Town of Woodstock in the said County of Carleton, on Tuesday, the eighth day of December, 1914, at the hour of ten o'clock in the forenoon, to show cause, if any, why the said accounts should not be passed and allowed and an order of distribution made.

Given under my hand and the seal of the said Court this thirtieth day of October, A. D. 1914.

(Signed) THANE M. JONES, Judge of Probate for Carleton County

(Signed) JAS. S. McMANUS, Registrar of Probate for Carleton County

DR. DEVAN'S FEMALE PILLS. Reliable medicine for all Female Complaints, 25c a box or three for \$1.00 at drug stores. Mailed to any address on receipt of price. FINE SCOBELL, DRUG CO., St. Catharines, Ontario.

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W. P. Jones, K. C. Attorney-at-Law, Solicitor, etc. WOODSTOCK N. B.

Horses For Sale

Black Gelding, foaled 1912, sired by Mokoline, trial 2.24 at 4 years; dam Nelly B., record 2.30, by Edgardo, record 2.13. This colt is a good gaited trotter, very promising and partly broken.

Bay Colt, foaled June, 1914, sired by Simon Kenton, record 2.10; dam by May King, record 2.20; grand dam Nelly B., record 2.30 as above. This colt is of good size and is probably one of the best bred prospects for racing and stock purposes ever bred in this province. His dam is very fast.

Also one or two mares (full sisters), oldest 5 years old, by May King, record 2.20; dam Nelly B., record 2.30, by Edgardo, 2.13. These horses are sold for no fault. Have more horses than stable room.

DR. F. M. BROWN, Centreville

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HARTLAND, N. B.
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