

STUMPAGE PAYMENTS DIDN'T REACH TREASURY

Berry, On Witness Stand, Admits Switching of \$2,900 Dues by Flemming's Order

Maintains the Transaction was Arranged to Recoup Lumber Company for an Old Claim, Which Had Been Rejected By the Previous Minister—Brankley, of "Bag" Fame, Admits the "Irregularity" of the Deal, But Says Company's Books Are in New York—Hon. Mr. Baxter Blocks Cross-examination of Witnesses—Organizer Carter's Charge Fully Proven.

Fredrick, April 6—Bill Berry, of timber limits bona fide fame; Brankley, of the Miramichi, the man who held the "bag," and J. K. Flemming, once premier of New Brunswick, were the chief characters in that farce known now as the "switching of the Dalhousie stumpage payment," as disclosed in the evidence given before Royal Commissioner Chandler this afternoon.

It was the day after the legislature opened that Liberal Organizer E. S. Carter asked Mr. Chandler to investigate the payment of \$2,900.32 by the Dalhousie Lumber Company as part of their stumpage account under the direction of Chief Superintendent of Seals W. H. Berry, which sum of \$2,900.32 did not appear in the public accounts of this province.

That transaction took place in 1912—that election year now so memorable for so many other payments from contractors and others—and according to the evidence of Brankley, the manager of the Miramichi Lumber Company, he and J. K. Flemming and W. H. Berry met in Fredericton some time between June and August, he could not remember the date, and arranged and agreed that an old claim of the Miramichi Lumber Company, which Hon. Mr. Grimmer, when he was surveyor-general, had agreed to, should be settled by paying \$5,000 to Mr. Brankley for the company.

It was a settlement made by the man who was then not only minister but minister of lands and mines, James K. Flemming, and his chief seals, W. H. Berry, and Brankley, the representative in New Brunswick of that concern, the International Paper Company of New York.

But it was not to be a settlement above board. The deputy minister of lands and mines, that man of integrity, Colonel Loggie, swore today he was not a party to the arrangement, that Mr. Berry made all the arrangements. In fact, he was ignorant of the \$2,900 payment, and that the check or the money never reached the department.

Charge Proven. That testimony proved Mr. Carter's contention to the hilt. Mr. Berry swore that he was directed to do as he did by Mr. Flemming, the minister. He had no written instructions, but he had no doubt that the minister was only a rubber stamp. It was proved that the amount was handed to Brankley, that he gave his personal receipt for the amount, that the check was not made payable to the Miramichi Lumber Company but to Brankley personally. He brought no account books to the court, simply vouchers for the money.

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Mr. Berry—"I did allow for a charge on the pine as pulpwood amounting to \$634.64, which makes up the discrepancy. In way of settlement I instructed that most check be issued by the Dalhousie Lumber Company. This was in August, 1912."

Mr. Veniot—"A refund check could have been issued under order in council under protest."

Acted by Flemming's Orders. Attorney-general—"How could it be done? However, I don't claim that it would not be better to have put it through the books."

Mr. Berry—"The minister was cognizant of what I did and it was all carried out under his instruction. The protest of the Miramichi company were all laid before the minister. That minister was Mr. Flemming."

Mr. Carter—"After the check for \$2,900.32 was paid, did you send another bill to the Dalhousie company?"

Mr. Berry—"Another bill was sent under my name on the instruction of the minister. It showed the same amount as the first bill."

Mr. Carter—"Was there a bill for \$22,907.78?"

Mr. Berry—"There was a bill calling for \$22,907.78."

Mr. Carter—"Did not the bill of \$2,900.32 belong to the revenue of 1912?"

Mr. Veniot—"But you won't say that you recommended it?"

To the attorney general Berry answered, "I received no part of this check and I was promised nothing at any time or place for my part in the transaction."

The evidence of John W. Brankley was much the same as that of Mr. Berry. He admitted that he had an arrangement for the rebate with Mr. Flemming and with Mr. Berry, and that was the end of the transaction as far as his company was concerned. None of the money in the check of \$2,900 was paid to Mr. Berry.

Mr. Carter—"That was the credit of \$2,900, so much less stumpage?"

Attorney-general—"Now what is the use of all that?"

Mr. Carter—"I want to make sure; it does not appear in the books. This other check of \$2,900 does not appear, and I want to know about the \$2,900."

Mr. Carter—"I did not assert anything else."

Mr. Carter—"There is a copy of the information (showing him a letter) and you will see that it is irregular in the sense that this money did not reach the provincial revenue."

Attorney-general—"Of course, that is not the only irregularity in the department, at that time or before."

Mr. Carter—"Well, we are not defending anybody. Why was this check made payable to you?"

Mr. Brankley—"You will have to ask Mr. Hilyard, and he is dead and gone. I don't approve of the way it was done, but it was done and I was glad to get the money."

Mr. Carter—"Are there no books, other than these voucher slips, concerning such a transaction as this with a big company like the Miramichi Lumber Company?"

Books in New York. Mr. Brankley—"Our books are all kept in New York. We have vouchers and memoranda here and that is all."

Mr. Carter—"You don't recollect, Mr. Brankley, when you first talked this over with the minister about that amount, at that time Mr. Flemming?"

Mr. Brankley—"It was some time between when I first came here and the time of the settlement, I don't just remember."

Mr. Carter—"Between the time in June you came and August?"

Mr. Brankley—"I don't know. This question is allowable or not, but I would like to ask Mr. Brankley if he ever made any statement of this transaction, differing from the one he has given here."

Attorney-general—"I think it is a matter of course that a statement should be given when asked a question by a statement of time and place."

Mr. Veniot—"We are not lawyers, and you are. You jump on us for every slip we make."

Attorney-general—"No, you are here to offer suggestions to the commissioner and that only."

Mr. Carter—"We cannot do so, because you dictate that there is to be no cross-examination."

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Maxwell Churning. Churning that is more of a pasture than a labor. That's the kind of churning a MAXWELL'S "FAVORITE" does. The mechanism is so perfect—so smooth. And it gives splendid results.

Turner, who represented the crown, asked the court for an adjournment to an agreed date because one of his chief witnesses was sick in bed and had sent a medical certificate to that effect, and that he could not be present in court today. George W. Fowler, K. C. counsel for the defendant, consented, and his honor appointed Tuesday, April 27, at 11 a. m. when the case will be tried, and the jurors and witnesses were ordered to be present.

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Canada's Greatest Seed House. STEEL-BRIGGS SEEDS. THE BEST BY EVERY TEST. FOR SALE BY RELIABLE MERCHANTS EVERYWHERE THROUGHOUT CANADA.

Put Any Weight on a Maritime Fence. Maritime Fence is made from extra heavy imported hard drawn steel wire, thicker, stronger and galvanized so it is peel-proof. It is the last word in strength and durability.

AMERICAN CREAM SEPARATOR. A reliable separator to use for all purposes. It separates cream from milk in a few minutes.

APPEAL FROM CLERGY. London, April 7, 8.10 p. m.—An appeal from the decision of the High Court in the case of the Archbishop of Canterbury in an appeal just filed, "we desire to press seriously upon the minds of those whom we influence the duty and privilege of giving a voluntary part in the national discipline and self-purification by abstaining from all alcoholic drinks during a war. Some definite act on the part of all our brave men, the nation large and to go."

Does Austria admire the view? It may be hard to be Germany's enemy, but it is hard to be a neutral, home wars will be an ally of Germany.

Germany and Oystera. (Toronto Star). Germany, it is said, proposes to gobble up Austria-Hungary, after which his is a pretty hard fate for a faithful ally. It reminds one of what befell the oysters who went for a moonlight walk on the sea shore with the alms and the Carpenter. The oysters explained of being hurried:

of some of us are out of breath, And all of us are fat. To hurry, said the Carpenter; They thanked him much for that.

of loaf of bread," the Walrus said, "Is what we chiefly need; Pepper and vinegar, besides, Are very good indeed; Now if you're ready, Oysters dear, We can begin to feed."

at not on us," the Oysters cried, "Turning a little blue; For such kindness, that would be A dismal thing to do; The 'alms' is fine," the Walrus said, "Do you admire the view?"

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