

JOHN S. SCOTT, RAILWAY CONTRACTOR, SWEARS HE PAID H. F. McLEOD \$1,500 AS PRICE OF AID IN SECURING CONTRACT

SAYS PERCENTAGE BASIS WAS SUGGESTED BY THEN PROVINCIAL SECRETARY

Price Was to be \$100 a Mile But Finally Settled on Half of Extra Cent Allowed for Earth Work

Witness Sent McLeod \$1,500 Through Dominion Express Co., and Fredericton Bank Manager and His Receipt for Parcel is Placed in Evidence — T. J. Carter Gets More Than He is Looking for in Cross-Examination of Star Witness of Day—Directors of Valley Railway Have Little Knowledge of Company's Affairs, but are Willing to Produce Books.

In a straightforward manner John S. Scott swore Tuesday that he paid \$1,500 to Hon. H. F. McLeod, then provincial secretary in the provincial government, as the price of securing a contract on the Valley railway construction work.

If there had been any room for doubt regarding the importance of this evidence it was removed by the bitter fight made to prevent its introduction. For more than an hour the battle waged but its admission was finally allowed by the commission.

Witness told in detail of suggestions made by Hon. Mr. McLeod for payment for his services in securing the contract for Mr. Scott. A percentage basis similar to that ruling in the collection of the timber limits grants was mentioned, \$100 a mile for the length of the section having first been suggested and later it was agreed that Hon. Mr. McLeod should receive half of the extra cent a yard allowed Mr. Scott for earth work as a result, he understood, of the intervention of Hon. Mr. McLeod.

Mr. Scott made his reason for paying the \$1,500 quite clear. He swore that McLeod had assured him that nobody could get a contract on that section of the railway except through him. His previous experience of an attempt to secure a contract without payment made him quite ready to believe the provincial secretary.

That the money was paid was proven by the production of an express receipt for the \$1,500 which was forwarded to the Bank of Montreal in Fredericton for delivery to Mr. McLeod, the latter having agreed to this method in order that his name might not be mixed up in the affair.

Although Mr. Scott believed he was paying not only for the contract but for protection while carrying it out Hon. Mr. McLeod seemed to be unable or unwilling to deliver the goods and the witness told of having his estimates cut down and his money held up until he was almost in financial difficulties. He still has a claim of about \$8,000 against the company.

Counsel for the defendants made but little effort to question this evidence but centred their efforts on a frank attempt to discredit the witness, an attempt which met with absolute failure on account of the frankness of the witness and the fact that he seemed to have nothing that he wanted to conceal.

The people of the province will await with interest the explanation of the railway builders regarding some of the payments of which evidence was given Wednesday in the Dugal charges.

One of the payments which excited the curiosity of the examining counsel was a matter of \$1,000 which the witness explained simply as "advertising" above the signature of A. R. Gould. The accountant explained that the only value received for this sum was ten shares of stock of the Fredericton "Gleaner". The stock, at one time was attached to the voucher but had been removed before the investigators had an opportunity to see it. "Is it blood money?" asked Mr. Carvell and witness gave no adequate explanation.

The next sum of \$2,000 was paid to A. R. Gould "for special services" but the check which was issued in his name bore the endorsement only of J. N. Winslow. During the afternoon other payments of \$1,000 and \$300, apparently for services searching right of way titles were shown to have been made to Mr. Winslow.

The endorsements on the \$1,000 check, however, showed that it fell into the hands of Kennedy & MacDonald, railway contractors, before it was cashed. Mr. Winslow also received \$3,500 in payment for land in Woodstock said to have been purchased as the site for a station. The witness said that no preparations had been made for using the land for this purpose but he professed that he did not know that the land is now held in the name of Mr. Winslow and Ross Thompson, the managing director of the construction company.

Mr. Winslow is the postmaster at Woodstock who was appointed to that office by the present government very shortly after they took office, displacing an appointee of the previous administration.

A firm of Ottawa lawyers received \$4,225 for services in connection with the subsidies but what these services were has not been explained.

Other legal expenses included a payment to J. B. M. Baxter of \$323 for various services as detailed in his account. Mr. Baxter was also paid \$500 as a retainer in February of this year but, apparently, he was not paid until the money was returned in March and the transaction was closed in April when Mr. Baxter asked that his receipt for the money be returned to him.

This matter suggested to the mind of the counsel a few questions about the date and the nature of the investigation of the railway company's books by a committee from the legislature this spring and the witness was only able to tell of two visits to the office by L. P. D. Tilley as evidence of the activity of the committee.

He ventured the opinion that an investigation such as conducted by the legislature committee would not reveal anything of value regarding the financial affairs of the company.

Among the lawyers upon whom the company bestowed its patronage Hon. H. F. McLeod, then provincial secretary, was especially favored by the railway company. Payments to Mr. McLeod for legal services, so-called, reached the total of \$4,739.32.

Ernest L. Kelly, partner of John S. Scott on a Valley railway construction contract, was the first witness Wednesday. He told his story of the payment of the \$1,500 to Hon. H. F. McLeod in payment for his influence in securing the contract and with the expectation that they would sign their names, for them if they don't see you right," the then provincial secretary is reported to have said in speaking of the excessive prices secured, it was stated, through Hon. Mr. McLeod's influence.

MORNING SESSION

Wednesday, July 22.
John Scott, of Scott & Kelly, Fredericton, was the first witness yesterday. He said he had been a sub-contractor on the railway, first under the Quebec Construction Company and afterwards under the Hibbard Company.

Mr. Fowler remarked that he was a sub-contractor to a sub-contractor of the Hibbard Company was under the Quebec & St. John Construction Company. Mr. Carvell maintained that the construction company occupies the position of the real builder of the road.

Q.—Did you have any conversation with Hon. Mr. McLeod about getting the contract?
A.—Yes, several times, after the Valley railway was talked of.

Q.—What was said?
A.—We talked over our taking a contract and he was to give what assistance he could. That was in the fall of 1911

before the contract with Mr. Gould was signed.

Q.—What date was that?
A.—Dec. 13, according to my diary.

Q.—Did you have any conversation with Mr. McLeod after that?
A.—We had several conversations up to the time the Hibbard Company got their contract in May, 1912. On May 14 I went to examine part of the road I was to work on.

Q.—Tell about the conversation with Mr. McLeod.
A.—He told me he would give what assistance he could as I was confident that he was the only man who could get the contract. I told him that E. L. Kelly, son of James Kelly, would be associated with me and Mr. Kitchin would be my financial backer. I asked if there would be any objection as it would be all right. I told him I wanted the section from mile 7 to 16½ near Kingsclear. After he could. That was in the fall of 1911

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went back to see McLeod. We talked over the matter and everything satisfactory except that the Hibbard people had not fixed their prices.

Q.—Prior to this did Mr. McLeod tell you that it was in his power to give contracts?
A.—Yes, he told me that.

Mr. Carvell—Tell us what was said.
A.—I don't know that Mr. McLeod said he had the power.

Witness told of inspecting the survey of the line again in company with Mr. Parks of Montreal and Mr. Hibbard. Everything was agreed then except the prices. It was not until Monday, but on Monday it was announced in the Gleaner that I had the contract.

Q.—In the testing you had done had you found evidence of rock?
A.—Yes.

Q.—Mr. Kelly was an experienced railway builder?
A.—A forty-five years of it.

Witness said that this was considered heavy work that heavy work is the most profitable and that rock work is better than other heavy work.

Q.—Did you tell Mr. Hibbard the result of your testing?
A.—I don't know that I did.

Q.—Did you know that some one else had this contract?
A.—Yes, I did.

Someone Else Asked.
A.—Yes, on May 29 I learned by the Gleaner that Luther B. Smith and Lorne Merithew had this work and they got it. When I saw this I called up Mr. McLeod and asked why I had not got a contract. He said that he had agreed to meet the next morning. I went with my partner to Mr. McLeod's office. He told me that the work had been given to Smith and Lorne. He called up Luther Smith and told him that he might run Sunbury but he could not run York. He learned that Smith had received \$110 for rock and said that we might still get it if we would take these prices. The talk led on to other sections of the railway and we talked of taking them.

T. J. Carter asked for a ruling regarding inquiry into the affairs of sub-contractors, arguing that the commission should go farther than the Hibbard Company. He said that there was no excuse for going further except to make a personal attack on some person who may at one time have been a member of the government.

In reply Mr. Carvell said that it gets back to the fact that section charges have been made said the commission has decided to admit any matters which appear relevant. Mr. Dugal charged that contractors, arguing that the commission should go farther than the Hibbard Company. He said that there was no excuse for going further except to make a personal attack on some person who may at one time have been a member of the government.

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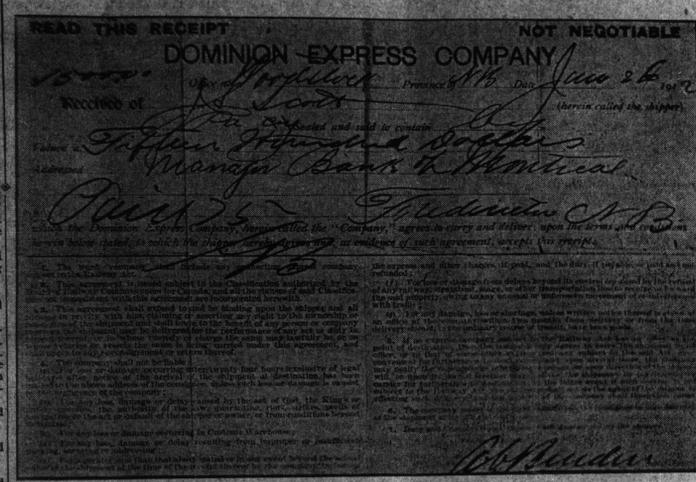
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DOCUMENT PLACED IN EVIDENCE TUESDAY



Facsimile of express receipt for \$1,400 sent by John S. Scott, to the Bank of Montreal manager, in Fredericton. Mr. Scott said Tuesday that Mr. McLeod had acknowledged receiving the money.

Q.—Did you get the estimate of quantities for the other three miles?
A.—Yes. These were then submitted, giving, with the others, a total of about 800,000 cubic yards of material to be removed, which 80,000 to 40,000 yards were solid rock.

Q.—What next?
A.—We went down to the Barker House and we saw that the price was satisfactory.

Q.—Did he tell you anything about his power in the matter?
A.—He told us that no contracts could be given without his consent; that he was the man to whom a person must go to get a contract.

Q.—Did he say anything further to you?
A.—We talked generally about the work. We held out for 37 cents, and he would let it at 26 cents and \$1.10. He promised to try to get 27 cents, but if he could get it he thought we should get it at 26 cents and \$1.10. The extra cent would make \$8,000, and half of that would be \$4,000 for him.

Q.—Did you go back to Mr. McLeod?
A.—Yes. We told him that we had arranged the contract and told him that we were getting his very best friends out we would pay the money. He said that would be all right.

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Mr. Carter said that this was a matter on which he had not been instructed and asked that the witness be asked to stand aside until after lunch until he could attend to the matter. This was agreed to.

C. Fred Chestnut.
C. Fred Chestnut, called and examined by Mr. Carvell, said that he held \$5,000 stock in the St. John & Quebec Railway Company. He had paid nothing for it but understood some one had. H. R. Macdonald assigned it to me. He told me that it was fully paid up and non-assessable.

Mr. Teed protested against the line of inquiry.
Mr. Carvell—That is to be allowed, he had been told that a company which obtained a charter to build a road could not build the road but a construction company had to be formed for the purpose.

Company, Fisher wanted to know why, but witness could not say.
Mr. Carvell asked who told him that witness did not know but it might have been A. R. Gould. He did not remember that Mr. Gould told him that the two companies were needed to conceal the profit. After some further question witness said that he knew of no reason why the original company could not build the road.

Q.—Did the gentlemen who were members of the St. John Valley Railway Company make any attempt to get any one to build a railway?
A.—I had several conversations with Hon. Wm. Pugsley.

Q.—Tell us about that.
A.—After the government aid was arranged I spoke to Mr. Pugsley and he said it was quite feasible and that if we could not find some one that he could get a contractor.

Q.—Did he mention names?
A.—He may have mentioned A. R. Gould.

Q.—Mr. Thomas Malcolm?
A.—No.

Q.—Do you not know that Mr. Malcolm wanted to build the road and that he wrote to Mr. Haen offering to do so?
A.—Yes.

Q.—Was it not after the legislation went through the federal parliament that you had this conversation?
A.—Yes.

Q.—Did the company make any other efforts to find some one to build the road?
A.—Not that I know of.

Q.—Did the company have any negotiations with Mr. Gould?
A.—No.

Q.—And in the meantime, Mr. Gould obtained his charter, went ahead with his negotiations with the government, and did so?
A.—Yes.

Q.—Did you know of any men of means who wanted to build this road?
A.—I was told that Mr. Lisman had means.

Q.—Do you still believe so?
A.—I have not much evidence.

Q.—Would you be surprised to learn that even Mr. Lisman's traveling and hotel expenses have been charged up to this company?
A.—I would.

Q.—He is the man who offered to take care of the second mortgage bonds for \$10,000 a mile?
A.—That is my information.

The minute book of the St. John & Quebec Railway Company was produced and identified by the witness.

Q.—Has it been the custom from the beginning to have the minutes typewritten and then pasted in the book in this way?
A.—Yes, as far as I know.

F. B. Edgcombe, called and sworn, was examined by Mr. Carvell.

Q.—Where do you reside?
A.—Fredericton.

Q.—You are a merchant?
A.—I am.

Q.—You are a stockholder and director of the St. John and Quebec Railway Company?
A.—Yes.

Q.—How long have you been a stockholder?
A.—Since the early part of this year.

Q.—How much stock do you hold?
A.—Fifty shares.

That was the whole of his evidence, and it was stated by Mr. Carvell that there was no further need for Messrs. Chestnut and Edgcombe to remain in St. John.

John Scott Back on Stand.
John Scott was then recalled and was examined by Mr. Carvell.

Q.—Did you make or lose money by this contract?
A.—I don't know.

Q.—Are you able to pay your debts in full?
A.—The question was objected to by Mr. Teed, who thought it was not necessary to go into the personal affairs of the witness. A long argument ensued in which Mr. Carvell contended that the question of paying debts to the contractors or debts to the men who were on the job came within the act passed in the last session of the legislature providing for the assumed debts of the government of the province.

Com. Fisher—Are there any amounts held back from your account of the progress estimates there was 10 per cent. held over and I want to know if the railway company are indebted to him for the amount.

Witness then stated in a lengthy answer that he had not made the charge which had been referred to by Mr. Carvell in the morning and he added that he could make an affidavit that he had made no charge against Hon. H. F. McLeod, as to Mr. Dugal, he was in court in the matter of the contract he said they expected Hon. H. F. McLeod to stand behind them, and he had been told that he had not been properly treated. He protested that he had never made the alleged statement about Mr. McLeod. On Aug. 12, 1912, Mr. McLeod endorsed the note for \$500 until the 25th, the same month, and then refused to do so further. Witness then got the money from his brother. "But we were only paid \$200,000 out of \$112,000. The ten per cent. has been held back and the force account also, although it was passed by the engineers and approved by the contractors, and we were told that we could not pay our bills because we could not get the money. I want it to be clear that I made no charge about Mr. McLeod. He is a cur and all that, and I think it is not right."

Com. Fisher—How much do you figure out of the party and pointed out that he had not been properly treated. He protested that he had never made the alleged statement about Mr. McLeod. On Aug. 12, 1912, Mr. McLeod endorsed the note for \$500 until the 25th, the same month, and then refused to do so further. Witness then got the money from his brother. "But we were only paid \$200,000 out of \$112,000. The ten per cent. has been held back and the force account also, although it was passed by the engineers and approved by the contractors, and we were told that we could not pay our bills because we could not get the money. I want it to be clear that I made no charge about Mr. McLeod. He is a cur and all that, and I think it is not right."

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