

make the contract go, and so they had to go themselves; and it is the Indians, according to the hon. gentleman's statement, who, by their demonstrations, frightened them away. The report thus proceeds:

"And the occurrence of the Red River troubles, and the consequent passage of Colonel Wolseley and his troops along the route, resulted in the loss of numbers of a fresh gang of men who had been got together with great difficulty. Finally an outbreak of scurvy broke down the means at the disposal of contractors. The contract was thereupon cancelled, the Government completing the work by day's labor, and the firm being paid for all work done, and for all materials furnished, by them.

"That Captain Dick, the leading and practically sole member of the firm, subsequently made a claim, setting forth that he had sustained severe loss by this contract, and urging the exceptional nature of the circumstances by which he had been affected as grounds for the grant of compensation.

"That the matter was referred to one of the official arbitrators for examination and report, under the Act, 41 Vic., chap. 8, and a report was duly received from him, based on a close investigation of the case.

"That the arbitrators found that it was only through Captain Dick's personal attention and exertion, his partner having practically retired, that the contract was carried on, and that, the firm having been settled with, any consideration to be shown, by the Government is due to him alone; further,

"That the absence of the means of maintaining law and order, there being neither civil nor military authority available, and the contractor having neither security from the Indians nor control over his men, led to the desertion of the laborers first brought, and to the necessity of paying high wages in order to secure a further supply, the ultimate issue being, in the words of the arbitrator, his utter failure, and the ruin of himself and family."

"That whereas the claims put forward by Captain Dick amount to \$8,243.50, the arbitrator, while disallowing certain items, is of opinion that though, under the contract, no right exists for a claim, yet should the Government consider that means of enforcing law and order ought to have been provided, payment should be made of certain other items, the total amount which he found to be so payable being \$1,239.2.

"That the matter was subsequently referred to the decision of the full Board of Arbitrators, whose report, dated the 6th of June, 1883, from which one of them, Mr. Cowan, dissents, adopts the view taken by the arbitrator above cited, and recommends to favorable consideration this claim.

"The undersigned, holding that the exceptional circumstances of the case entitle Captain Dick to consideration at the hands of the Government, recommends that he be authorized to place the said sum of four thousand four hundred and twenty-three dollars and ninety two cents in the Supplementary Estimates for 1882-83, to be laid before Parliament at its next Session, and that, further, a special warrant of the Governor General be now issued for that amount to be applied in settlement of this matter."

That last recommendation of the hon. gentleman was, fortunately, not acceded to. It was referred apparently to the Minister of Justice, who reported that the provision for a special warrant, was not, as was obvious, applicable in the slightest degree to this case, and that, according to law, no special warrant should issue; and so, I assume, a special warrant did not issue; but the sum is placed in the Supplementary Estimates. Now, it seems to me that which I have read indicates the position of danger and difficulty of the course which the Government propose to pursue, yet we find the arbitrators telling us, and, no doubt, the papers here corroborate it, that Captain Dick at various times sent in accounts whose statements varied each from the other; that they contained different items of claim altogether; and that the account last sent in, and on which the arbitrators acted, contains several items which were never in any account before at all in that shape. You find him stating the aggregate about the same, but the details are wholly different in sums, and in the nature of the claims; but the sum he proceeded to consider, and he says, that if the Government consent that they are responsible for the consequence of not providing a civil or military organization up in that remote district, and the means of providing law and order, then he thinks that some redress is due to Captain Dick. Well, I have shown in what the statement of Mr. Dawson was within a reasonably short time after the occurrence. I have shown you that these Indians were friendly, not hostile; that what the men complained of, and complained wrongly, to extenuate their conduct, that the Indians prevented them from taking timber, was not correct. The Indians did not prevent them from doing so, and the

demonstrations at which they professed to be frightened, were friendly; and it is quite obvious that the true state of the case was this: they were sub-contractors who had taken an unprofitable job, and they took the first opportunity of leaving the work. I say that no provision at all, moral, legal or equitable—that no obligation devolved upon the Government to provide special means for dealing with these persons. The civil law applicable to the ordinary course of justice was open to Captain Dick, in the courts of the Provinces where he hired, engaged, or contracted with these men, and they have been so open ever since, except so far as they are barred by the lapse of time; that the only part of the claim allowed—the rest of the claim amounts to \$16,000—arose from a casual bush fire which cannot be pretended to be due to any of the causes referred to. Of these two aggregates, the claim which it is proposed to pay, is allowed; and I say that the claim made in 1871, and not listened to from that time until the fall of 1873, when the Government which made the contract with Mr. Dick, and to whom the claim was preferred, left office, nothing was done but decline it during the whole period of the succeeding Government, five years; and it is only brought under consideration once again after the resumption of office by these hon gentlemen, and even then after the lapse of years, when Parliament is asked to make this vote. I say you have no protection at all, if claims so stale as these, so old as these, and with respect to what the items of the claims as the arbitrators say, vary in every account of the claim, are to be allowed at this distance of time; and I say, lastly, that this claim itself on the evidence I have read, is not a claim with respect to which any legal—and that is admitted—or any moral objection on the part of the Government exists; even to compensate him because sub-contractors left the work, there is none, and there is still less to compensate him, because a bush fire which burned some supplies, occurred. I do not think that the hon. gentleman has made out a case for this wholly exceptional proposal made ten years after the event, to pay this sum of money.

Mr. DAWSON. Perhaps I will be allowed to make a few remarks on this subject, as I was rather familiar with it at one time. This claim cannot be considered properly without taking into consideration the then condition of the country. At the time this claim arose that country was in a very disturbed condition, and although I and others who knew the Indians perfectly well might not be apprehensive of them—I had been among them for a very long time, and knew perfectly well their manners and customs and habits—still these demonstrations might be very alarming to strangers. At the time this contract was entered into it was just after a rebellion had been suppressed in the North-West.

Mr. BLAKE. No, no.

Mr. DAWSON. The contract was entered into in March, 1871, and the military expedition had gone through in 1870, and in 1871 the Indians were still in a very excited state.

Mr. BLAKE. Will the hon. gentleman allow me to say that the papers before us prove that the second gang of workmen was principally employed by Colonel Wolseley before he went through, so he could not have gone through the year before.

Mr. DAWSON. The hon. gentleman will pardon me. There may be some mistake in the transcription of the documents; but if the hon. gentleman will allow me to go on I will explain Colonel Wolseley's expedition presently. Colonel Wolseley went through in 1870. That was the year of the expedition, and the contract for building the boat was given out in 1871. The Indians were in a very excited condition at that time, and it must be borne in mind that these Indians were a community by themselves, cut off and isolated from