THE COMPLETE COLLAPSE OF THE HODGINS' CHARGES

Resume of the Allegations of Major Hodgins in the Light of the Evidence of Major Hodgins.—Counsel Throws Up Brief and Plaintiff Admits the Matter is One for Expert Arbitration.—Opposition Press Now Hunting for a Hole to Get Out.

By a Staff Correspondent.

Ottawa, June 24.—The Hodgins' charges have collapsed and lie on the dump, while a hundred Opposition papers are trying to get the public to forget the structure of criticism they reared about the unstable framework of charges made by a man who didn't know what he was talking about or who talked in the direction opposite to his knowledge.

Stood On Over-Classification Charges.

Mr. Frank Hodgins, K.C., who was looking after the interests of his cousin, Major Hodgins, at the outset of the investigation stated that he and his client were prepared to stand or fall on the charges of over-classification. They repudiated responsibility for the interview with Major Hodgins appearing in the Victoria Colonist on April 19th, stating that language was attributed to Major Hodgins which he had not used, and that much that he had said had been misrepresented. They stood by the charges contained in the letter of April 16th, appearing in the Colonist of April 17th, and have submitted the charges in specific form to the committee. In these formal charges, instances of transferences of common excavation and loose rock, the contractors' price for which are 23 cents and 60 cents respectively, into solid rock, the contractors' price for which is $1.70, are cited.

Approved Higher Classification.

These transfers occurred in the estimate of work done by the contractors in the month of July, 1907, and were reported by Major Hodgins to the chief engineer by letter dated August 6th, 1907, submitting the estimate for approval. There is no objection taken to them in this letter, and no disapproval of them was expressed therein; but the estimate containing them was approval by Major Hodgins, such approval appearing on the estimate.

Parent Objected to Hodgins' Plan.

From the memo. addressed to the secretary of the commission dated August 24th from the chairman, Hon. S. N. Parent, it appears that these transfers first came to the attention of the commissioners on August 23rd. On the following day, August 24th, Mr. Parent wrote to the chief engineer objecting to certain orders reported to have been given by Major Hodgins to classify cuttings by "force account," which means paying the contractor the actual cost of the work plus ten per cent, and declining to approve the July estimate sent in by Major Hodgins until a full explanation had been furnished of the transfers referred to.

Must Stand By Contract.

The chief engineer on the same day telegraphed Major Hodgins in cipher advising that the commissioners would not approve his instructions to division engineers, and that classification must be as per contract and specifications. On August 27th, Mr. Lumsden, the commissioners' chief engineer, replied to the chairman of the board recommending a change of district engineers on Major Hodgins' district.

Hodgins Corrected Accounts.

It appears from the correspondence that Mr. Lumsden did not request Major Hodgins' resignation until September 12th, and that in the meantime Major Hodgins had corrected the contractor's estimate by transferring back into common excavation and loose rock the items which had been transferred into solid rock column in the estimate of work done for the month of July.

Insubordination.

In the chief engineer's letter of August 27th, referring to Major Hodgins' orders to classify by "force account," Mr. Lumsden says, "Major Hodgins' conduct in issuing without authority from me orders to his division engineers to classify cuttings by use of force account, irrespective of the actual material in them was unwarranted, and on his informing me of his having done so, I told him I did not and could not approve of any such orders without authority from the commissioners." The commissioners declined to authorize such classification.

Force Account.

Under the contract and specifications it appears that "force account" can properly be applied to such work only as there is no price named for in the contractor's schedule of prices, such work coming therefore under the heading of "extra work." Major Hodgins purposed classifying by "force account" loose rock cuttings, for which there is a price named in the schedule.

The Quebec Trip.

It appears from the evidence that there is no suggestion of trouble between Major Hodgins and the Commissioners or the chief engineer with regard to classification in his district prior to June, 1907. A personal letter from Commissioner Young to Major Hodgins, dated June 4th, 1907, was read by Major Hodgins' counsel and filed with the committee as an exhibit. The following statement is contained in this letter: "As for any complaints regarding classifications, we have not heard them, and do not think there is anything in the report." Shortly afterwards, about June 9th, according to the evidence, the commissioners were in Winnipeg, where Major Hodgins met and had conversations with all of them. Major Hodgins admitted on oath that neither Chairman Parent nor Commissioner McIsaac ever discussed with him the subject of classification. He stated that he had conversations with Commissioners Reid and Young separately in Winnipeg, in which the subject of classification was mentioned, but that neither of these commissioners had suggested to him anything of an improper nature. In his formal charges submitted to the committee, Major Hodgins states that Mr. Young advised that he should go to Quebec and see how things were managed in that district, where the contractors were not kicking, and get an object lesson. The impression is conveyed in this statement that Major Hodgins was specially invited to go to Quebec; but in his evidence before the committee Major Hodgins admitted that all the district engineers of the commissioners, with the exception of one, accompanied the commissioners on their trip to La Tuque, in the province of Quebec, on the occasion referred to in the month of June, 1907. The purpose of that trip has not yet been brought out in the evidence; but it is fair to assume that it will be.

Might Properly Have Been Higher.

With respect to the classification in district "F," Major Hodgins' district, a letter dated September 6th from Mr. Mann, the inspecting engineer of the Grand Trunk Pacific Railway Company at Kenora, placed at that point by the company to check the work done by the commissioners' engineer, to District Engineer Hodgins, was filed with the committee as an exhibit by Major Hodgins' counsel. In this letterd of September 6th, 1907, Mr. Mann states that between the C.P.R. crossing at Rennie and Canyon Lake he has no fault to find with the classification; that there is no cause for complaint regarding classification on divisions 7, 8 and 9, but on the contrary it might be more liberal, and he adds, "I am of the opinion that reclassification of the entire work would not result in any reduction in the estimate to the end of July; there might be some increase of which the contractors on the western end would get the benefit. A more uniform classification, even if a little liberal, would also be more easy of defense, and more creditable to all responsible."

Hodgins Wanted to Raise Price.

Major Hodgins testified that in July he had a conversation with Inspecting Engineer Grant in his office at Kenora on the subject of classification in his district, and informed Grant, "There is very little to classify in this district. It is nearly all solid rock. You cannot classify that any higher, and I showed him that if I turned all the common excavation that had been returned on the division outside the prairie into loose rock it would not amount to more than $400 a mile. So the classification of my district was a very small amount."

Q.—That is the classification outside of solid rock?

A.—Yes.

Charge Founded on Hearsay.

In the formal charges of Major Hodgins, a return of 10,189 cubic yards of loose rock turned in in the estimate of July of August, 1907, for mile 29, stations 1,478 to 1,483, are taken exception to; also a return of 15,076 cubic yards of loose rock turned in in the July or August, 1907, estimate, stations 1,325 and 1,398. From the evidence, it appears that these returns were made in the October, 1907, estimate after Major Hodgins had left the work, and not in the July or August estimates, as stated by Major Hodgins. This information he states he obtained after he left the employ of the commission from his former assistant, Mr. Heanan, now one of the inspecting engineers of the Grand Trunk Pacific Railway on the transcontinental work at Kenora.

Didn't Classify.

The first sentence in the paragraph of Major Hodgins' formal charges submitted to the committee reads as follows: "Major Hodgins having been appointed district engineer in district "F" made his classification under the contract with J. D. McArthur pursuant to the specifications in accordance with his professional knowledge and experience." Major Hodgins has admitted to the committee on oath that he made no classification under the McArthur contract, but relied on the division and resident engineers to attend to this; and that he never made and issued to his engineers in writing an interpretation of the clauses of the specifications relating to classification.

Didn't Know.

With respect to the large cutting at La Tuque, in district "B," mentioned in his formal charges as having been largely over-classified, Major Hodgins was asked by his counsel: "I ask you again, what was a fair classification?" "I asked Mr. Arnis strong. We looked at it. It would take a lot of estimating and measuring. I could not really give an estimate of it, because I do not know how much boulders were in it. There was very little work on it, and we were not there more than ten or fifteen minutes."

Q.—Was there any difference in formation so far as you could see at the other end from what you saw at the open end?

A.—It was evidently a slide come down from the side of a hill. Of course I do not know whether they had any solid rock in it or not.

Never Appealed to Premier.

In his letter to the Victoria Colonist, which has been incorporated in his formal charges submitted to the committee, the following statement occurs: "I thought if the commissioners interfered with me any further, Sir Wilfrid Laurier would set matters right, a soon as I appealed to him; here I made a miscalculation. The chairman of the commissioners, Monsieur Parent, got in first and hypnotized the government." Major Hodgins has admitted on oath that he made no appeal to Sir Wilfrid Laurier, and that he had no personal knowledge of what Mr. Parent may or may not have done.

Stranded on Interview.

Major Hodgins has testified that his letter in the Victoria Colonist, the new forming part of his charges before the committee, was based on a report of the interview with Contractor J. D. McArthur, but that he took no steps to ascertain if the report of the interview was correct or not.

Q.—So that if it be proved that this interview with Mr. McArthur did not take place, or that the statements attributed to Mr. McArthur in the interview are not correct, then there were no grounds for your letter?

A.—No ground for my letter; I should not have written it.

(Objection by Major Hodgins' counsel to the question.)

His Record.

It appears from the evidence that before leaving Canada for South Africa Major Hodgins had not more than nine years' experience on railway construction work, commencing on the C.P.R. in 1882 as an axeman, and working up to the position of resident engineer. The last seven years of Major Hodgins' residence in Canada, according to the evidence, were spent in private practice in British Columbia, during which time the only railway construction work on which he was engaged was the construction of a small siding, about four or five miles long, in the vicinity of Nelson, B.C.

The Company Protects the Country.

An interesting feature of this case is the fact that differences between the engineers representing the Grand Trunk Pacific Railway Company and those representing the commission were anticipated when the agreement between the government and the company was entered into in 1903. Under the agreement the company is to operate the government section, and is to pay interest at the rate of three per cent. annually on the cost of it. To protect the company from having to pay interest on an excessive cost, the agreement provides for the joint supervision, inspection and acceptance of the work by engineers representing the company and engineers representing the commission, and any differences between these engineers as to specifications or as to the work are to be decided by a board of arbitrators composed of the chief engineer of the commission, the chief engineer of the company, and a third arbitrator to be agreed on by these two, or if they cannot agree, then he is to be appointed by the Chief Justice of the Supreme Court. The company's engineers have been assigned to the various district headquarters on the government section, and have been given full and free access to the records of the commission at these points. It was not to be expected, of course, that on a work of this magnitude objections would not be filed by the company's engineers, and when engineers differ, for instance, as to the proper classification of a cut, the only matter of settlement is to agree to abide by the decision of a third party appointed in some manner previously agreed upon.

A Possible Explanation.

Some people are making a shrewd guess that Major Hodgins, after leaving the employ of the commission, received information from some engineer or engineers representing the Grand Trunk Pacific Railway Company that the company was about to file objections with respect to classification in district "F," and anticipating the filing of such objections, that Major Hodgins made his sensational charges, relying for their corroboration in the public mind at least, on the publication of the objections of the company's engineers.

Question For the Engineers.

The climax came when Major Hodgins admitted that the question of the classification on which he based his charges was one for the arbitrating board of engineers to settle, and that the committee of the House were not in position to decide it. Major Hodgins counsel threw up his brief, and under the debris of the Hodgins' charges lie the wreck of that gentleman's engineering reputation and the carcase of another dead "scandal."

PEACE RIVER LAND CO.

House of Commons, Hansard Report, June 5, 1908.

Mr. Ames—Has the survey been completed of the sixteen townships which by order in council of the 17th of January, 1907, were reserved in the Peace River district for the Peace River Colonization and Land Development Company?

Mr. Oliver—Some six townships or parts of townships were surveyed some years ago.

Mr. Ames—Is the government taking any steps to secure information as to the agricultural possibilities of these particular sixteen townships?

Mr. Oliver—Not at the present time.

Mr. Ames—How does the government intend to deal with that company if they are not in possession of accurate information of the character I have mentioned?

Mr. Oliver—I do not know that such information has any particular bearing on the dealing of the government with the company. An agreement was entered into providing that under certain circumstances certain things would be done. The question at issue between the company and the government is: Has the company done these things? If that is settled in favor of the company there is no difference between us; if it is settled against the company the government will take such action as the circumstances require.

Mr. Ames—Has the government arrived at any conclusion as to whether they will continue this arrangement?

Mr. Oliver—The government has notified the company that in its opinion the terms of the agreement have not been fulfilled and the matter is under adjustment.

Mr. Ames—When was that notification served on the company?

Mr. Oliver—Three months ago.

Mr. Ames—How long were they given to show that the concession should not be cancelled?

Mr. Oliver—I do not know there was any definite time stated. We are awaiting their statement of their position. They demand further time to make their defence on account of the absence of some of their leading men and other causes.

Mr. Ames—The minister stated that knowledge as to the character of that land from an agricultural standpoint had no bearing on the case. A return was brought down to the House not long ago and that and other information available ought to convince the minister that it would be desirable for the government to be in possession of definite information as to the agricultural possibilities of this concession. This concession was first granted in 1900 and the time for fulfilling the obligations of the company was extended by a subsequent order in council of the 8th of July, 1904, requiring them to locate on the said tract within three years from the first of October, 1904, no less than fifty settlers. I wish to ask whether on the 1st of October, 1907, there had been filed with the department satisfactory evidence that fifty settlers had been located in accordance with the terms of the order in council of 1904.

Mr. Oliver—Our contention is that there has not in regard to the question of the character of the land, I have to hold to the first position, that it has nothing to do with the case. The company may have conceived a desire to exchange these particular sixteen townships for some other sixteen townships, but the government has nothing to do with that. It is no part of the agreement between the company and the government that under certain conditions as to the quality of these townships, the company would be entitled to these townships, not to any others. They are entitled to them on certain conditions. If they fulfil the conditions, to put it in the most favorable light, it is at our discretion whether they get the land or not. As the question is now at issue between the government and the company, I think it would hardly be advisable on my part to state to the House the attitude and the intention of the government. I think it would be better to leave the elaboration of these particulars till after the matter has reached a conclusion. As I have already stated, our attitude is that the company have not fulfilled their agreement. It may be that they will be able to show that they have made a reasonable attempt to fulfil it, and are entitled to some consideration or leniency on that account. This is a matter to be considered. I can hardly be called upon to say what conclusion we may reach upon evidence which has not yet been furnished to us.

Mr. Ames—The government, as I understand from a return which was brought down a few days ago, on January 4, 1908, notified the president of the company that they would be given thirty days in which to produce satisfactory evidence of their intention to carry out the agreement. That thirty days expired long ago, and seems to have been extended from time to time. Perhaps the minister will tell us how long he intends to extend the time, and when he expects to come to a definite conclusion in regard to this matter.

Mr. Oliver—The facts that have been placed before the public indicate that these people have gone to a considerable amount of expense in an attempt at any rate to virtually live up to the conditions of their agreement. I do not know that it is sound administrative policy to ignore that fact when the question is one of the settlement of the country especially a remote part o fit such as that—to consider only the fulfilment of the letter of the agreement if there has been a reasonable attempt to fulfil it. It is as I have said, a matter for consideration as to what discretion the government will exercise. That is, I think as far as I can go in the matter. We have not pressed these people unduly. We may have been, in the estimate of my hon. friend, perhaps more lenient than we should have been in bringing the matter to an issue. While I am desirous of seeing that the agreement shall be fulfilled, I am also desirous that people who have made considerable expenditure, as these people have and have had considerable expectations of benefit to themselves as we have had of benefit to the country, should not be unduly or harshly closed up. However, I can assure my hon. friend that the matter will be brought to an issue, and that the rights of the government will be maintained.

In the first place, let me say that this transaction is not in line with the policy of the government at the present time.

It is a transaction that was entered into a considerable number of years ago, when conditions were not at all as they are today. I agree with my hon. friend that it is a laudable purpose to try to secure the settlement of even distant parts of the country, and I suppose he will agree with me when I say that it may well be necessary, and, being necessary, it may very well be proper, that special arrangements should be entered into in order to secure the settlement of these distant tracts. On that principle, many years ago, special arrangements were entered into to secure settlement under the late government and under this government—under this government very few and under the late government very many. This is one of the very few instances under this government. My own impression is that, in the present circumstances of the country and under present conditions, it is not the best policy, in promoting the general settlement of the country, to enter into a special agreement with a special organization for any special place. As we stand today, I find no fault with the policy that prevailed years ago under different conditions as conditions change, it is right and proper that our policy should change. My idea is that, under present conditions, our best policy is the principle of the land for the first comer and first come first served. On that principle, I should be inclined to take a somewhat unfavorable view of the claims of this company even on the lines suggested by my hon. friend in as much as it means a special effort on behalf of special people if I understand him correctly.

Mr. Ames—In this case our own people.

Mr. Oliver—Well, even, our own people. My idea is that the value of these concessions lay in securing a nucleus of settlement in the then far-distant, and still distant, Peace River country, a settlement which could demonstrate by the labor and enterprise of the settlers, the agricultural and other possibilities of that vast region. Now, it seems to me that if this company can arrive at that end, whether they arrive at it or not absolutely and strictly within the letter of their agreement, I do not say that we would, but I say that we might, be justified in overlooking their failure to actually live up to the letter of their agreement, without regard to whether they were securing the settlement of repatriated citizens of Canada or the settlement of even a Canadian colony there. I would be inclined to consider them as having fulfilled the spirit of their agreement if they were successful in placing upon their land a colony of a reasonable number, that would achieve a reasonable measure of agricultural success. However, I would much rather have the privilege of dealing with this question of the Peace River colonization according to the practice of the government as well understood, and place the result before the House otherwise our dealings may be somewhat hampered, to the disadvantage of the public interest.

METERS ARE DEFECTIVE.

Test of Toronto Gas Meters Shows Some Fast and Some Slow.

Toronto, July 2.—Of 53 meters on the city list 24 were fast, 19 slow and 9 were fast on one pressure and low on the other, while one would not work. The fastest meter was 35.6 per cent. fast, and the slowest was 11.11 per cent. slow. Of this lot 25.4 per cent. had errors greater than are allowed by the Act and would be rejected. These statements were made by Professor Robert Angus in reporting the results of a number of tests of gas meters at the regular meeting of the Board of Control.

MEXICO SUSPECTS TEXAS OF BAD FAITH

United States Called up to Punish Authorities of Del Rio, Who Permitted Las Vacas Raiders to Return to Texas Side of the Line.

City of Mexico, July 3—Mexico will ask the United States to punish severely the local authorities of Del Rio, Texas, and possibly others of the state under whose authority they acted on the grounds that officers knowingly failed in their duty by allowing persons who took part in the Las Vacas raid to return to the Texas side and to bring with them their wounded. Punishment may be asked for the authorities and police of Del Rio for allowing meetings to be held there for the purpose of planning raids, murder and robbery in Mexico.

This new phase of the international side of the trouble in Northern Mexico was made known yesterday by Minister Mariscal, of the foreign relations department. Bad faith towards Mexico by the state of Texas in the recent trouble is strongly suspected by the Mexican government. The minister called attention to the fact that about a hundred men had a series of meetings at Del Rio which could hardly have taken place in secrecy. Mexico will probably ask for extradition of a portion of the raiders, and in this regard, Minister Mariscal stated, the Mexican government will wait until the American government has dealt with the offenders.

AT DOMINION FAIR.

Large Attendance Thursday—Rainstorm Lasted Only Short Time.

Calgary, July 3.—Thursday morning was bright and very hot. Early in the afternoon there was a sharp shower, and just as the crowd came off the grand stand there was a heavy storm breaking, which, fortunately did not break until all had reached home when it came down in torrents, but did not last long. In spite of these drawbacks the attendance was surprisingly good.

One extremely satisfactory feature of the fair was the large number of spectators that constantly filled the pavilion at the judging ring. Four sections were kept going steadily all day, and the judges are well up with the programme. The programme of attractions at the fair grounds has surpassed the expectations of all. There was diversion for everyone for every minute of the afternoon. Captain Dallas' flights in the famous Strobel airship called forth tremendous applause from the thousands of people. These attractions here will be in full swing every afternoon and evening, and the 91st Highlanders band from Hamilton will continue to furnish music.

Although the number of people who were in town at the opening of the Dominion Fair and at the Dominion Day celebration have returned to their homes, the town is still crowded. All the hotels are full, and the clerks at the billeting office in the C.P.R. depot are kept incessantly busy, tending to the requirements of the continuous stream of applicants. The billeting service is being kept open both night and day now. The opinion which seems to have gained ground that there is a lack of accommodation is altogether erroneous. Public schools are being utilized for sleeping accomodations to some extent, but there is still room for several thousand visitors in private houses.

AUSTRALIAN PREFERENCE.

D. H. Ross, Trade Commissioner, Returns to Canada With Proposal.

Vancouver, July 2—D. H. Ross, Canadian trade commissioner to Australia, has returned after 7 years' absence. It is understood he is in a position to advise the Ottawa government regarding the extent the Commonwealth is prepared to go in preferential trade arrangements, though the Australian cabinet was unable to accept the Ross offer last August on behalf of Ottawa. Although the Commonwealth has adopted high tariff, preferential treatment is accorded Britain. Mr. Ross speaks of the wonderful development of trade in Australia and the great possibilities of trade with the Dominion.

Aeroplane Flew For 16 Minutes.

Milan, June 30.—Leon De La Grange, the French aeroplanist, has surpassed all previous records by flying for 16 minutes and thirty seconds. During this time has machine was from ten to eighteen feet above the ground. M. De La Grange made nine rounds of a measured course on the military field at a velocity of about thirty miles an hour, traversing a little more than eleven miles. A special gold medal will be struck in honor of his performance.

THE HOMESTEAD PROVISIONS OF NEW DOMINION LAND ACT

Conditions on Which Canada Offers Millions of Acres of Fertile Land to the Men Who Will Make Farms of It—First of Series of Reviews of Clauses Contained in the New Bill.

Ottawa, June 25—An analysis of the new Land Bill may be of general interest—or of such clauses as relate to the practical working of the homestead and timber regulations. As the bill includes a compilation of the Act now in force and of the numerous amendment which have been made from time to time it is too bulky for complete publication, even for complete review. The bulk is increased also by clauses necessary to make it good law and to provide for the innumerable complications certain to arise in the administration of so extensive a department as that charged with managing the lands and timber of the Dominion. Following is given the gist of the clauses bearing most directly on the administration of the homestead lands. The sections relating to pre-emptions and to the disposal of timber will be reviewed in subsequent articles.

To What Land the Bill Applies.

The Bill applies to Dominion lands in Manitoba, Saskatchewan, Alberta, the Northwest Territories, the three million acres in the Peace River valley in British Columbia, to which the Dominion is entitled. It does not apply to the Yukon, nor to the railway belt of British Columbia, except in clauses specifically cited.

Lands Open For Homesteading.

All surveyed agricultural lands in this area are thrown open for homestead, except areas reserved for any purpose and lands already disposed of. No land shall be open for entry or sale until surveyed.

Squatters' Rights.

A person, however, who has bonafide settled and made improvements on agricultural land before the survey thereof and is in occupation of and ordinarily resident on the land at the time of survey shall, if he is eligible under this Act to make entry for a homestead, or a purchased homestead, have a prior right to obtain entry for the land so settled on: Provided that this right is exercised within six months after notice in writing that the land is open for entry has been given by the local agent to the said person, or has been posted in a conspicuous place on the land, and that entry shall not be allowed for more than a quarter-section as a homestead.

Who May Homestead.

Every person who is the sole head of a family, or being a male, has attained the age of eighteen years, and who is a British subject or declares intention to become a British subject, and who makes application in the manner hereinafter provided, shall be entitled to obtain entry for a homestead for an area of available agricultural land, not exceeding one quarter section: Provided that where the area of the homestead quarter-section is from any cause considerably less than the theoretical area of one hundred and sixty acres, the minister may permit the homesteader to have added to his homestead, from adjoining land, a sufficient area to make up land not to exceed, one hundred and sixty acres.

In the case of any woman who, claiming to be the sole head of a family, makes application for entry for a homestead, if any doubt arises as to her status as the sole head of a family, the minister may decide whether her application shall be granted or refused.

A quarter section may be reserved for a year for a young man of the full age of seventeen years who resides on a farm owned and occupied by his father, mother, brother or sister and located within nine miles of the reserved quarter.

What Constitutes Entry.

The agent's acceptance of application for a homestead and of the fee shall constitute entry. A receipt shall be given for the fee and shall entitle the applicant to take, use, occupy and cultivate the land applied for.

Personal Entry.

Every application shall be made by the applicant in person, except otherwise provided by regulations of the Governor General in Council.

Record May Be Secured.

The local agent or the officer acting for him shall furnish over his signature to any person who applies therefor and pays him a fee of twenty-five cents, an abstract from his records showing whether the quarter section mentioned or referred to in an application is available for entry or not; if the land applied for is not available, the name of the entrant and the date on which he obtained entry shall be shown on the abstract, as well as, where the records show any transactions calling therefor, the date on which cancellation notice to the entrant in default is returnable, or the date on which the period of protection will expire, as the case may be.

Second Homestead.

Except as otherwise provided in this Act, every person who has received or receives, or has become or becomes entitled to letters patent for a homestead by the performance of homestead duties, with or without payment of purchase money, or by the local of scrip thereon, shall be deemed to have exhausted his homestead right and shall not be entitled to obtain another entry for a free homestead: Provided, however, that any person who, on the second day of June, in the year one thousand eight hundred and eighty-nine, had obtained or had become entitled to letters patent for a homestead, shall be permitted to make a second entry for a homestead.

Disputes.

The settlement of disputes as to the right of homestead entry rests with the minister, who may divide any improvements according to their owners and make up any deficiency between the land allotted to either and a quarter-section from other available land.

Perfecting Entry.

The entrant is given six months in which to take up residence on the land. This period may be extended to a year for cause, but not for any longer period.

Abandonment.

A homesteader may abandon his homestead in favor of father, mother, son, daughter, brother or sister, if eligible.

Homestead Duties.

The entrant is required:

1. Granted through error, misrepresentation or fraud.
2. If found within six months of the entry to have valuable timber upon it.
3. If the land is found necessary to protect any water supply, for the construction of works necessary for the development of water power, or for the purposes of any harbor or landing.

In Case of Death or Insanity.

In the event of the death of an entrant his legal representative may secure patent, by completing the homestead duties. In case of the insanity of an entrant, his guardian or committee may obtain patent by similar means.

In Case of Sickness.

An extension of time may be granted, an entrant who is prevented completing his duties by sickness.

Volunteers.

In case of entrants engaged as volunteers in active service, the time spent in service may be counted as residence. In case of disablement, the patent may be issued to the volunteers forthwith.

Forfeiture Liability.

Failure on the part of an entrant to apply for patent within five years of entry shall render his right to the homestead liable to forfeiture.

TO MOVE ON THE CLOCKS.

The Daylight Bill is Generally Approved in Great Britain.

London, July 3—The daylight bill, a measure by which the United Kingdom is to be lured in starting the day's work one hour ahead of the time indicated by the sun, has received the unqualified blessing of the select committee of the House of Commons, and all indications point to its becoming effective next April.

The bill proposes to advance the clock one hour in April, in order to promote the greater use of daylight and to give the masses one hour more play time by light of day.

The greatest objection to the measure came from the stock exchange, which presented the argument that its business with America would be dislocated. For this work only two hours are available under the present conditions, and under the proposed bill this time will be cut in half. The committee of the House think this difficulty can be obviated by the adherence by those concerned to their present hours.

For scientific purposes and navigation Greenwich time is to be maintained.

Found Body in Well.

Ottawa, July 3.—Henry Parent, farmer, of Gloucester Township, fished the body of a man out of his well this afternoon. The body had been there several days. The man, who was about 45 years of age, is unknown. He had probably leaned down to have a drink and fallen in with no chance of escape.

Two Fatalities at Fernie.

Fernie, B.C., June 3.—Two fatalities distinguished the day. A pipefitter, name unknown, was run into and killed by a car of timber in Mine 5 of the Crow's Nest Pass Coal Company at Michel. A Russian logger, unidentified, was drowned from a boom of the Elk Lumber Company.

Miss Wood Being Prosecuted.

New York, July 1.—The Grand Jury has returned two indictments against Mae C. Wood, whose suit against Senator Platt fell through. The first of the charges is for forgery in the third degree and the second for perjury regarding the alleged marriage. She will be before the court Monday.

Charged With Raising Cheque.

Prince Albert, July 3.—F. Nicola was arrested charged with attempting to pass a C.P.R. pay cheque, drawn on the Montreal bank in Winnipeg for twenty-nine dollars and raised to fifty-nine. He was remanded till July 8th for trial.

The Queen is Well Now.

Lisbon, July 3—Queen Amelie, of Portugal, who has been suffering from a mild attack of diphtheria, is steadily improving and all danger is over.

German Renominated in Welland.

Welland, July 2.—The Welland County Liberal Convention this afternoon occupied but a few minutes. W. M. German, M.P., was again nominated. He promised that if elected he would introduce a measure to prevent obstruction. Hon. Richard Harcourt thought the only remedy was the abolition of Hansard. It was decided to hold a picnic at Niagara Falls, when Sir Wilfrid Laurier and Hon. Mr. Fielding will be present.