

account of the Band. Such payments cannot be made from capital.

You should carefully explain the following facts with reference to the accounts and the claim which Mr. Chisholm is endeavouring to fix as a liability of the Dominion of Canada.

On the 9th day of April 1907 the Council of the Six Nations entered into an agreement with Mr. Chisholm appointing him as solicitor, giving him full authority to act as such and consenting to payment of costs and a retaining fee for his services upon a certain definite basis. As no such agreement is legal without the approval of the Department it was submitted to the Department of Justice. That Department found that the agreement was an improvident one which the Department of Indian Affairs could not be advised to ratify. With reference to the retaining fee it was stated that there was not the slightest ground for the agreement to pay this exorbitant fee. "There does not seem to be any apparent reason why Mr. Chisholm should be paid more than his proper charges as a solicitor as he would by an ordinary litigant. His agreement that he should be paid this fee without consideration is unconscionable".

This Department has therefore refused to confirm the agreements, and the accounts which were presented for taxation consist of charges which might be made by a solicitor against an ordinary litigant.

At the same time the question of the alleged liability of the Dominion for the loss incurred by the Grand River Navigation Company Investment was submitted to the Department of Justice. Mr. Chisholm and Mr. Belcourt were given opportunity to present their case very fully in writing and the Department of Justice gave consideration to their representations. In the opinion of the Department of Justice the statement presented by your solicitors not only fails to disclose any ground of liability

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