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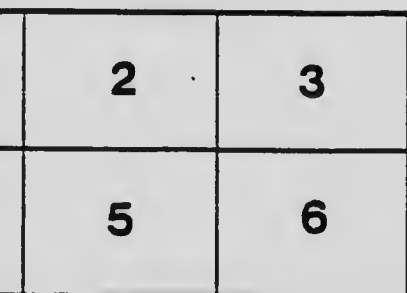
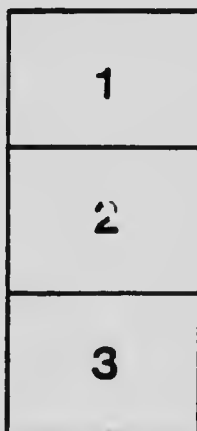
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FACT

vs.

SLANDER

A plain statement of fact in regard to certain matters which the Conservative party in Parliament, on the platform, and in the press for the past three years, have made the basis of a campaign of slander by which they hope to shake the confidence of the electors in the honest, efficient and progressive policy and administration of the Liberal party.

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The great feature in the progress of Canada during the past ten years has been the development of the North West. During those years production of grain has increased from 50 million bushels of grain to 200 million bushels. This increase of production added annually to the wealth of Canada makes the difference between present progress and former stagnation. It has been brought about by the increase of people occupying western lands. The total immigration to Canada during the past ten years has been 1,100,000. During ten years the Liberal Government has given 200,000 settlers 21 million acres of free land in the West.

In the period from 1896-1906 three times as much land was given in free homesteads as in the previous 18 years and only one-third as much was sold or granted in scrip.

The average value of unimproved western land has increased from \$2.00 an acre in 1896 to \$6.00 an acre in 1906. This enormous increase of settlement, of production and of land values could not have taken place except on a basis of mutual confidence between the settler and the Government administering the lands. It was because of the lack of this mutual confidence on account of the land policy and administration of the Conservative Government, that settlement made so little progress during the years of their rule. Could the confidence of settlers in the administration of the public lands by the Liberal Government be shaken settlement would thereby be retarded, the Government discredited and the country injured.

With the object of discrediting the Government and without regard to whether the country was injured or not, during the past three Sessions of Parliament the Opposition party have concentrated their efforts in an attempt to discredit the western land administration of the Government by proclaiming what they are pleased to call scandals in that administration. The alleged scandals, but actual slanders, which have been ventilated at length before the House

off Commons and Committees, are the contract with the North Atlantic Trading Co., with the Saskatchewan Valley Land Company, with the Robbins Irrigation Company, the lease to the Galway Horse and Cattle Company, the sale of the Blairmore townsite and the complaint against J. Nixon and P. Wagner, as Government officials. These transactions took place in pursuance of the well defined policy of the Government to secure the settlement and improvement of the country, and in no sense gave any warrant for the allegations of unfair dealing or favoritism towards friends, which has been alleged.

NORTH ATLANTIC TRADING COMPANY.

In pursuing a vigorous immigration campaign on the European continent the Government found itself seriously hampered by the restrictive laws of the various countries. The government's policy in inducing immigration was to secure the energetic efforts of steamship booking agents by paying a bonus on tickets sold to Canada. It was found that the individual booking agents, being subject to the restrictive laws mentioned, were not able to carry on a vigorous advertising campaign such as the Government desired. The North Atlantic Trading Company was a syndicate of continental booking agents operating in the various European countries but having their headquarters in Holland, which was centrally located and which had no restrictive laws itself, and was not subject to the restrictive laws of surrounding countries. By this means the syndicate was able to spread literature advertising Canada with every advantage throughout the European countries from which immigration was desired, and the bonus was paid to the syndicate instead of to the individual booking agents as formerly. The result was, as the returns show, a very large flow of immigration.

As time went on and immigration increased the policy of more careful selection of immigrants was adopted by the Canadian Government. In pursuance of that policy, on examination it was found that the North Atlantic Trading Company was satisfied to secure immigrants from the countries most easily worked, and was not using due endeavours in the countries of greater expense and difficulty. For this reason the contract was cancelled and its operations closed in November, 1906.

Since then a new method of dealing with individual booking agents in the several European countries has been adopted. Under the new system, instead of dealing with all booking agents, only such as are approved by the Immigration Department are dealt with. By this means it is hoped that, while there may be reasonable effort to secure immigrants, friction with the restrictive countries will be avoided, but it has been too recently inaugurated to be sure, as yet, of results.

SASKATCHEWAN VALLEY LAND COMPANY.

The Saskatchewan Valley Land Company transaction related to an area of land included in the grant made by the Conservative Government in aid of the construction of the Qu'Appelle, Long Lake and Saskatchewan Railway. It involved the sale of 250,000 acres of land to the Saskatchewan Valley Land Company at a price of \$1.00 per acre with conditions of settlement. The allegation is that the price at which the land was sold was below the market value. This is the sole allegation made in the attempt to discredit the Government in this connection. It is freely admitted on all hands that as a result of the operations of the Company a large tract of country which for many years had been absolutely vacant has now become well settled and very largely productive. As a consequence the value of the land has increased and the Company engaged in the undertaking has reaped some profit. These latter features of the case are to the credit and not discredit of the Government. That is to say, the security of settlement and production and the financial benefit naturally resulting therefrom.

As to the market value of the land: The lands sold to the Saskatchewan Valley Land Company were the even numbered sections alternating necessarily with the odd numbered sections which belonged to the Qu'Appelle, Long Lake and Saskatchewan Company as their land grant. At the same time as the Saskatchewan Valley Land Company bought from the Government on settlement conditions at \$1.00 an acre the even numbered sections, they bought from the Railway Company the alternating odd numbered sections without settlement duties at \$1.65 per acre. The fact that the Railway Company sold at \$1.65 is incontrovertible evidence as to the market value of the land at the time. If the Government had sold the land without settlement conditions and had sold it at less than \$1.65 per acre it would certainly have been fairly the subject of criticism. But the purpose of the Government was the settlement not the mere sale of the land. It was sold only on conditions of settlement which were much more expensive to the Company, which cost them a great deal more money, than it would have cost them to pay the difference of 65 cents per acre for the land. The Company would naturally have been just as willing to pay the Government \$1.65 for its land without settlement conditions as it was to pay the Railway Company the same price for its land on the same conditions. But the Government preferred to take in place of a difference of 65 cents an acre in price the actual settlement of the amount of land called for in the arrangement. This settlement has involved the production of grain and the increase of wealth and population which is the boast of Canada so far as this tract of country is concerned. That the men who paid for the land and spent their money in inducing settlement upon it have made money out of the sale at the price to which their exertions had advanced it, is a gain and not a loss to the country. It is a gain and not a loss that population has been increased, that production has been increased, and that the land has

increased in value. It was to secure these results that the bargain with the Saskatchewan Land Company was made. Had the purpose of the bargain failed it would not have been the subject of Opposition criticism, but it would have been unfortunate for the country. It is because it was successful that it is criticised and the attempt is made to have the people believe that its success was because of wrong-doing on the part of the Government.

THE ROBBINS IRRIGATION COMPANY.

The agreement with the Robbins Irrigation Company involved a transaction embracing some 380,000 acres of land in a part of the Territories where the experience of twenty years had demonstrated that cultivation could not succeed without irrigation. In recognition of the fact that a considerable portion of the south-western part of the prairie requires irrigation to successfully produce crop, in 1898 an irrigation law was passed by Parliament, the purpose of which was to offer reasonable inducements to the investment of private capital in the work of irrigating land which could not be successfully cultivated without it. In pursuance of that policy, from time to time agreements were entered into with private individuals and companies alienating considerable areas of land on condition that they should be irrigated. Most of these transactions concerned areas under 1,000 acres, but in one case the area alienated to the Alberta Railway and Coal Company was half a million acres. Thousands upon which lands were alienated for purposes of irrigation in effect are: An agreement is entered into between the Government and the Company that when the Company has irrigated one acre of a certain tract the Government will sell to the Company four acres of the tract affected at \$1.00 per acre. In the case of the Robbins Irrigation Company the same agreement was entered into; this agreement is, therefore, not more subject to criticism than are all the other irrigation enterprises which have been entered into during the past eight years on the same terms.

This enterprise, however, required an estimated expenditure of at least one million dollars to secure effective irrigation. The Company undertook to raise this money in London, and issued a glowing prospectus. The Opposition, assuming that the expectations held out in the prospectus had been already realized, attacked the agreement as though it were a part of the prospectus, and as though the Government in making the agreement was responsible for the representations made by the Company in order to raise the money with which to carry out its agreement. The facts are, that unless and until the Company is actually able to make productive one acre of hitherto unproductive North-West land it does not become entitled to anything. When it has succeeded in making one such acre of unproductive land productive, it then becomes entitled to buy four acres at \$1.00 per acre. That is to say, land which hitherto has been offered free to anyone who would take it and cultivate it,

and which no one has been willing to accept on these conditions, is to be paid for by the Company at the rate of \$1.00 per acre after the Company has spent a million dollars in making one-fourth of the tract productive. The physical conditions are such that it will require an expenditure of this, or a greater amount, before the Company will be entitled to purchase one acre of land under their agreement.

THE GALWAY HORSE AND CATTLE COMPANY , LEASE.

The south western part of the prairie west, which is subject to insufficient rainfall for the growth of crop, is suitable for cattle raising on a large scale. This has been carried on ever since the first settlement of the country, and the division of the grazing rights between the various holders of bands of cattle has been the subject of consideration; and from time to time numerous changes have been made. There are many difficulties in making a division of the grazing rights which will be satisfactory to all the parties concerned, the principal one being, that, with the change of seasons from wet to dry, a part of the country which may be too dry for the growth of crop during a certain succession of years, in the succeeding cycle may have a sufficient rainfall to become attractive to settlers. To meet this condition grazing rights were granted to owners of cattle subject to the entry upon those rights of homesteaders as they might please. While this provision was very proper in any part of the country where cultivation would be likely to become possible under a change in the amount of rainfall; it gave an opportunity in the parts of the country which were unquestionably and always too dry for the growth of crop, for the rancher to be held up by the speculative homesteader, who by squatting or homesteading on the sources of water supply, was enabled to prevent the ranchman from using the large grazing areas dependent upon that water supply. In order that the areas of the country where dry conditions were thoroughly established might be used to the best advantage for grazing purposes, it was desirable that the provision allowing homesteading within a grazing lease should not apply. Therefore in about 1902 several Orders in Council were passed granting grazing leases on lands which were unquestionably dry and from which homesteaders were excluded for a period of 21 years. One of these Orders was in favour of H. P. Brown of Great Falls, Montana. The other leases granted under these Orders in Council were executed and availed of, but Brown did not execute the lease sent him, and did not enter upon occupation of the property. His rights were afterwards assigned to the Galway Horse and Cattle Company. This Company had acquired Mr. Brown's rights for the purpose of stocking the lease and was prepared to execute and occupy.

Some time in February, 1905, a general regulation had been passed providing for closed leases where the country was not suitable for agricultural settlement. Owing to the

difficulty of defining what was and what was not suitable for agricultural settlement, in June 1905 these regulations were suspended; and later on there were substituted for them regulations providing for a 21 year lease subject to cancellation on two years notice.

When the Galway Company applied to execute their lease the Minister offered them a lease under the new conditions; that is to say, 21 years subject to cancellation on two years notice; at the time supposing that the Company held their rights under the regulations of February, 1905 respecting closed leases which had been rescinded. The Company accepted the lease on these terms for the time being; but afterwards rejected it and demanded their lease according to the terms of the Order in Council which had authorized the issue of a lease to H. P. Brown, for the tract in question, whose assigned rights they held. As the Order in Council had never been rescinded they were clearly entitled to the rights existing under it, and the closed lease according to the terms of the Order in Council was issued to them. They were not required to pay the rental for the term intervening between the passing of the Order and the execution of the lease, because until the lease was executed the Department of the Interior had no legal right to collect the lease money from them. It is true that the Government might have cancelled the Order in Council, but it is also true that by doing so it might have been exposed to very severe criticism for having unwarrantably abrogated private rights, especially as the cancellation of the order would not have in any degree altered the fact that the tract affected was fitted for grazing only, and therefore as a matter of public policy should be under closed lease. And unless the Order in Council was cancelled the Department of the Interior had no alternative but to issue the lease in accordance with the terms of the Order.

BLAIRMORE TOWNSITE.

Blairmore station on the Crow's Nest Pass Railway is in a valley in the Rocky Mountains about a mile and a half west of the gap or entrance by the railway to the Mountains. The road was completed in 1868. A station agent and a sectionman were put in residence. The name of the station agent was H. E. Lyon, and the sectionman was Felix Montalbetti. Both resided in or near the station for several years. After the completion of the railway, coal was discovered at Frank, about two miles east of Blairmore and outside the gap, and a station and town were established there. Later on other discoveries of coal were made, and finally the coal rights under the quarter section upon which the Blairmore station stood were purchased from the Government at the current rate of \$7.00 per acre by H. S. Pelletier. About the same time Pelletier took up his residence upon this quarter section at a considerable distance from the station, erected a comfortable house and has resided there ever since. When

Pelletier purchased the coal rights of the quarter, under the regulations he could have purchased the surface rights also by paying \$10 an acre, at the rate of \$7.00 for the coal and \$3.00 for the surface.

As the Frank mine was developed and the town of Frank grew and other coal discoveries were made in the neighborhood, the surface rights of the Blairmore quarter section began to acquire a speculative value. Shortly after Pelletier had acquired the coal right, H. E. Lyon and Felix Montalbetti applied to purchase the surface right. Two applications to purchase having been made it was decided by the Department to sell to the claimant who showed prior rights of occupation. Both applicants were heard and the surface rights of the land were sold at the current rate of \$3.00 an acre to Montalbetti on his establishing to the satisfaction of the Commissioner of Dominion lands priority of residence upon the land.

Lyon took exception to this decision, asked for and received leave from the Department to contest Montalbetti's right in the Court. He brought his case before the Exchequer Court, evidence was taken on the ground with Justice Wetmore as Referee. Justice Wetmore reported; and Justice Burbridge of the Exchequer Court decided that so far as residence was concerned Lyon had no claim upon the land. As Montalbetti held by purchase and not by squatter's right there was no ground for disturbing the sale to him. Justice Burbridge, however, decided that before Montalbetti was confirmed in his title he should give title to Lyon and to Pelletier for the portions of the land upon which their then existing improvements stood. Although Lyon had failed in establishing his case the Government decided in order that he might not suffer serious loss, to pay, and ultimately did pay, his costs in the case, in the belief that as the decision of the Judge gave him title to a part of the land that his rights might fairly receive some consideration. Lyon complained very bitterly of the decision of the Court, and secured the making of a number of accusations against the Interior Department and particularly against Mr. McKenzie to whom Montalbetti's rights had been assigned, but did not and has not yet taken any action to appeal from the decision of the Exchequer Court, which was his right and was his proper course if he believed he had been wronged.

Amongst the allegations made by Lyon was that of improper dealings between McKenzie and Montalbetti, and of perjury against Montalbetti. Last summer Lyon caused criminal proceedings to be taken against Montalbetti on the charge of perjury. Montalbetti was arrested, the case was tried out before Judge Harvey and a jury in Macleod and the jury returned a verdict of not guilty.

The position was taken by the Leader of the Opposition that when it was found that the townsite of Blairmore had become valuable the sale to Montalbetti should have been cancelled and the land sold for the benefit of the treasury. If this principle were to be adopted the right

of everyone who has acquired government land in the west during the past 20 years would be subject to cancellation, as each individual parcel has increased very greatly in value. The principle of the Government, on the other hand, is that when a sale is made the rights of the purchasers are established, and that it is not the privilege of the Government, because it may have the power, to break the bargain.

THE WAGNER CASE.]

Philip Wagner is employed as clerk and interpreter at the Dominion Lands Office, Edmonton, and as interpreter attached to the Dominion Immigration Office, Edmonton. He receives a salary of \$75.00 a month for his Lands Office work and \$25.00 a month for his Immigration Office work, \$100.00 per month in all. He speaks English, German and Galician fluently, and understands all three thoroughly. He is a native of Galicia, but is of German parentage, and belonged to one of the many German colonies in that province of Austria. Therefore, German is his native language; but as the German colony in Galicia was surrounded by people speaking Galician, and as there was necessarily a great deal of interchange of business, he acquired the Galician language thoroughly. Since coming to Canada, he has also acquired the English language thoroughly.

The necessity for the employment of German and Galician interpreters at the Lands and Immigration Offices in Edmonton arises from the fact that there are German settlements numbering many thousand souls in that vicinity, and there are also Galician settlements numbering in the neighbourhood of 15,000.

The settlers of these nationalities already on the land necessarily have a great deal of business with the Lands Office, and it is in the last degree important, not only for the benefit of the settlers, but also in the interest of the proper transaction of the Government's business, that the important communications necessarily made should be interpreted accurately.

To these large settlements of Germans and Galicians naturally there come every year additions in the way of relations or acquaintances from their original homes, who have to be dealt with by the Immigration and Lands Departments of the Government. It is even more necessary than in the case of the old settlers that information and requirements should be accurately transmitted between the Government departments and the new settlers. Under these circumstances, it is absolutely necessary that there should be interpreters able to speak both German and Galician in the service of the Lands and Immigration Departments of the Government at Edmonton.

While it would not be difficult to get a competent German and English interpreter, it is in the last degree difficult to get a competent English and Galician interpreter. Mr. Wagner's usefulness is especially because of his being unquestionably the most competent and reliable Galician-

English interpreter in Edmonton. The fact that he is equally competent in German and English makes it a saving to the Government to employ him to interpret the two languages instead of one interpreter to each language.

Mr. Wagner after working as a journeyman tailor for some years in Edmonton, began business on his own account. He is a very good tradesman, and was in the way of doing a good business, but his qualifications as an interpreter became so well understood, especially by the Galician people, and the Government not having at that time any interpreter in that language, he was continually being asked by Galicians to act as their interpreter in their transactions at the Government Lands Office. Being of accommodating disposition, and the demands upon him being so many, his business suffered; and as it was evident that a Galician interpreter should be attached to the Edmonton Lands Office, Mr. Wagner was appointed and given a salary of \$40.00 a month. As this salary was not sufficient payment for his whole time, he was only expected to give his time when needed, and it was believed that he would be able to still continue his tailoring business. In practice, however, it was found that once the Galicians understood that Wagner was paid for interpreting for them, they crowded his place of business from morning until night week after week, so that his business was absolutely destroyed, and he was left dependent upon his salary.

Efforts were made from time to time to secure an increase of salary from the Department, but without avail. During this time, when his business was going to pieces, and his salary inadequate, he became despondent, and at times was under the influence of liquor.

His work of interpreting for Galicians was to a great extent in connection with the handling of money orders, bringing out money from Galicia to people at Edmonton, or sending money back to pay passages out. He handled hundreds of financial transactions of this and similar kinds.

While this condition of things existed, it became an object with some of those who thought his position and salary was better than it really was, to have him ousted in order that they might get it. At the same time, the fact that Mr. Wagner was an avowed supporter of the Liberal Government, and was in close touch with so many newcomers, caused him to be considered by the Government's opponents as a dangerous man politically, and therefore one to be got rid of.

The combination between the politicians opposed to the Government and the parties who wanted Mr. Wagner's position resulted in a number of accusations being made against him. He was tried on these accusations, and was acquitted on all but one. In that case he was convicted and sentenced to a term of some months in jail at Fort Saskatchewan, which term he served. At the same time, although the sentence may have been warranted by the evidence, it was a very general belief in Edmonton that the evidence

was not warranted by the facts, and that Mr. Wagner's prosecution for malfeasance was really persecution for politics.

At any rate, very shortly after his release, he re-established himself in business as a tailor in Edmonton, and carried on business for some time with the full approval and a fair share of the patronage of the people of the city.

During this period, the Lands and Immigration Departments of the Government at Edmonton employed such Galician interpreters as they could get, but found them unsatisfactory, and it became necessary, if the public business was to be properly transacted, that an efficient interpreter should be secured.

Mr. Wagner is acknowledged to be the most efficient Galician-English interpreter in the country, and an offer was made to him to give up his business and take employment again with the Government in that capacity. Being under difficulties in carrying on a business without capital, it was to his advantage to accept the salary offered, which in this case was made a living amount.

Since his re-employment, he has given every satisfaction in every capacity in which he has been employed. He and his family are adherents of the Presbyterian church in Edmonton, and their standing in the community is without reproach.

He has been accused of being active politically since his re-appointment. This might easily be true, considering the venomous character of the political persecution to which he had been subjected. But it is only fair to say that the accusation of political activity made against him was supported by affidavits secured by an interpreter who has since received sentence to gaol.

THE NIXON CASE.

Joseph Nixon was sub-Land Agent and caretaker of the Immigration Hall, at Macleod, Alberta. His salary was \$50.00 a month as sub-Agent and \$25.00 a month as caretaker. He accepted applications for homestead entry with the fee, and transmitted the applications and fee to the Agent at Lethbridge. He also received applications and first payments on town lots in the town of Macleod.

He was a shoemaker by trade, but the duties of his dual office prevented his carrying on his business; he was therefore dependent entirely upon the salary which he received from the Government.

His work as sub-Agent and Land Guide was efficient and satisfactory to the people in Macleod and vicinity. While he was engaged outside as Land Guide, his son, a boy about 15, accepted applications in the office.

In the Spring of 1905, the Land Agent at Lethbridge discovered that some applications and fees made and paid to Nixon had not been reported to the Lethbridge office. As soon as the office at Ottawa was informed of this, Inspector Leech was sent out to investigate. He found that Nixon's books had been very carelessly kept, Nixon not having been

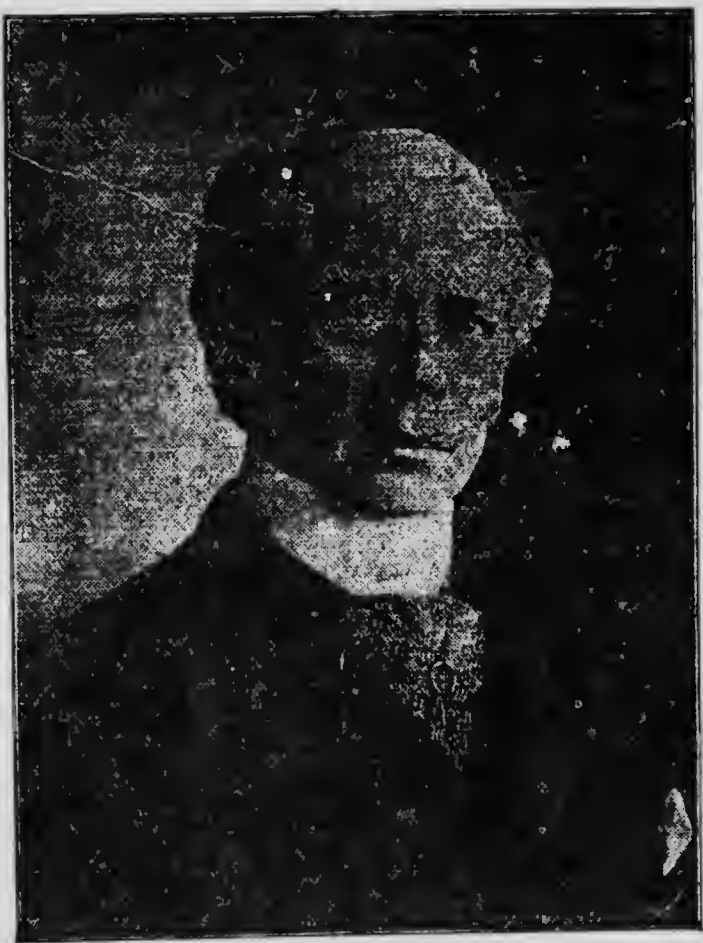
a man of clerical education, and having depended very much upon his son to look after the office. Mr. Leech found several cases in which receipts had been given by young Nixon, but the money had not been turned in. Nixon asserted that the shortage was due to error, and not to intent. The amounts were made up forthwith and paid in, and Leech so reported.

Although the explanation was accepted that the shortages were by negligence and not by intent, it was not thought advisable that Nixon should continue the office. It was therefore closed for a time, and afterwards re-opened under another sub-agent. It was not considered that Nixon had been guilty of any serious offence. No one had lost any money. He had given every assistance to Leech in straightening the books. It was considered to be merely a case of carelessness and lack of business methods. Therefore, when it was necessary to put a man on the Crow's Nest train to check the immigrants coming in by that road from the United States, Mr. Nixon was appointed to do the work, for which he was perfectly competent, and against which appointment no person in the district where he was known offered any objection.

Some time afterwards, while Nixon was still employed as checker, further complaints were received as to other accounts which had not been turned in. Further investigation was made, and it was found that Nixon himself had actually receipted for money which he did not turn in. He still claimed that this was error, and not intent. The amount of money was made up. It was, of course, open to the persons aggrieved or to any person to cause action to be instituted against Mr. Nixon, but no person in Macleod or the surrounding country felt warranted in doing so, and it was not done.

When the season of immigration was over, Mr. Nixon's services were of course dispensed with as checker, and he afterwards, having lost his business as shoemaker and having lost his employment in the Lands Department, removed altogether from the West.

The Government did not consider that the circumstances warranted taking action against Nixon beyond what was taken. He was given employment in one capacity after having been dispensed with in another, the belief being that he was not directly in fault; but when it was shown that, whether intentionally or not, he was personally in fault, his connection with the Government absolutely ceased.



SIR WILFRID LAURIER.

